



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
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Board of Supervisors

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First District
MARK RIDLEY-THOMAS
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Third District
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Fifth District

March 19, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 March 19, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**RECOMMENDATION TO APPROVE AND EXECUTE THE CONTRACT FOR CHILD CARE
STAFFING SERVICES WITH THE MEXICAN AMERICAN OPPORTUNITY FOUNDATION**

SUBJECT

The Department of Children and Family Services (DCFS) seeks to contract with the Mexican American Opportunity Foundation (MAOF) for child care staffing services at its Children's Welcome Center located adjacent to the LAC-USC Medical Hub. Child care staff provided by MAOF will work under the direction and supervision of DCFS staff assigned to the Children's Welcome Center. This contract will be effective upon execution by the Board, additionally; DCFS seeks delegated authority to increase the maximum contract sum if needed to respond to fluctuations in children needing child care services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find it is economically feasible and programmatically effective to contract for Child Care staffing services at the Children's Welcome Center.
2. Approve and execute the attached contract for child care staffing at the Children's Welcome Center.
3. Delegate authority to the Director of the Department of Children and Family Services or his designee to extend by written notice the term of this contract by one additional year and to execute amendments to change the contract terms and conditions or statement of work or to increase the contract sum as needed to respond to fluctuations in children needing child care services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for child care staffing services at the Children's Welcome Center (CWC) located adjacent to the LAC-USC Medical Hub, where either children experiencing a placement disruption on an open case or those newly detained and under the age of 18 are taken pending placement. Child care staff working under the supervision and direction of DCFS staff assigned to the CWC will provide the children with short-term care and supervision, a comfortable place to rest, bathe, and play in a child friendly environment, while an aggressive search for a suitable placement occurs. Contractor's child care staff will provide constant supervision to children receiving services at the CWC, accompany children as needed to the Medical Hub for exams, fill prescriptions at the pharmacy, wash clothes and clean and disinfect the CWC as directed. These services are currently provided by Certified Nursing Assistants (CNAs).

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County of Los Angeles Strategic Plan's Goal #2, Fiscal Sustainability – which involves strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship; Strategic Initiative 2: Title IV-E Waiver Implementation and Renewal, which involves improving outcomes for children and families served and to ensure fewer children and youth are in foster care and for a shorter length of stay.

FISCAL IMPACT/FINANCING

The maximum annual contract sum will not exceed \$744,097.54. The total cost for the contract term will be funded by State and Federal cost reimbursement at the subvention ratio of approximately 68.8 % and the remaining 31.2 percent will be funded with net County cost (NCC)

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In response to Board motions and recommendations from the Department of Health Services (DHS) and Department of Mental Health (DMH), DCFS recognized the pressing need to enhance protective and assessment services for younger children awaiting placement. DCFS, in collaboration with DHS, DMH, and LAC-USC, opened the CWC. The CWC operates on a 24 hour basis serving children who have either experienced a placement disruption or are newly detained by DCFS from their biological families. The goal of the CWC is to reduce and decrease the trauma of removal and or placement disruption by providing a safe place with caring staff for children.

This contract will comply with the Living Wage Program (County Code Chapter 2.201). These services cannot be effectively performed by County employees because they require the utilization of resources that are not available in the County system.

The Contractor is in compliance with all Federal, State, County and Board requirements, and no provision for automatic cost of living increases (COLA) is included in this contract. A mutual indemnification clause was added to the contract terms and conditions at the request of MAOF.

The Chief Executive Office (CEO) and County Counsel have reviewed the Board Letter and contract. The contract was approved as to form by County Counsel.

CONTRACTING PROCESS

This is a Procurement by Negotiation (PBN) sole source contract. DCFS released a Request for Quotation (RFQ) for child care staffing at the CWC and posted this RFQ on both the Internal Services Department's (ISD) Purchasing and Contract Services and the Department's websites. The RFQ was also transmitted via electronic mail (email) to:

- o All organizations on the CEO's list of Child Care Facility Operators;
- o All names on the CEO's list of Child Care Resources and Referral Agencies; and
- o 450 individuals on DMH's ICARE email list.

DCFS received a few phone inquiries and four quotations. DCFS completed a Proposition A cost analysis comparing the prices quoted to estimated staffing costs of DCFS recruiting and hiring new staff with the same or similar duties required for CWC staff. This analysis confirmed it is more cost effective to contract for CWC staffing services. DCFS requested and received approval from the California Department of Social Services (CDSS) to issue a PBN sole source contract for up to two years. During this two-year period, DCFS will develop and complete a Proposition A compliant Request for Proposals (RFP) solicitation for a four year contract.

CONTRACTOR PERFORMANCE

The proposed contractor, MAOF contracts with the Community and Senior Services (CSS) as a Workforce Investment Act (WIA) Youth Program provider, providing services in the First Supervisorial District. While the Auditor-Controller's review dated May 9, 2012, did note a few minor findings, their report stated overall MAOF provided the required comprehensive training and employment program services to youth ages 14-21. MAOF was also found to have maintained sufficient internal controls over its business operations. Further, a reference check by DCFS with CSS found they are pleased with the quality of the WIA Employment and Training services MAOF provides to youth ages 14-21 that are both In and Out of School.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

DCFS is currently utilizing CNAs on loan from DHS. Without approval of the recommended actions DCFS will not be able to provide child care staffing at the CWC. Approval of the recommended actions will ensure the continuous operation of the CWC for children experiencing a placement disruption or newly detained into protective custody from their biological families.

CONCLUSION

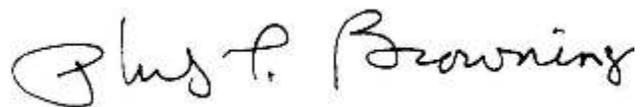
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and Contract to the Department of Children and Family Services.

The Honorable Board of Supervisors

3/19/2013

Page 4

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive style with a large, stylized initial "P".

PHILIP L. BROWNING

Director

PLB:CMM

EM:EO:df

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

CHILD CARE STAFFING SERVICES FOR THE CHILDREN'S WELCOME CENTER

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



AND

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

March, 2013

77925

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CHILD WELCOMING CENTER / CHILD CARE STAFFING SERVICES CONTRACT

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Exhibit A-2a	Child Care Workers – Staffing Schedule
Exhibit A-2b	MAOF's Child Care Work Schedule
Exhibit A-3	Requirements for Child Care Workers

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Exhibit A-5	Quality Assurance Plan
Exhibit B-1	Pricing Sheet
Exhibit B-2	Line Item Budget
Exhibit B-3	Budget Narrative
Exhibit C	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit D	Community Business Enterprise Form (CBE)
Exhibit E	CONTRACTOR Acknowledgement and Confidentiality Agreement
Exhibit F	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Exhibit G	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit H	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit I	Internal Revenue Notice 1015
Exhibit J	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K	Safely Surrendered Baby Law Fact Sheet
Exhibit L	CONTRACTOR's Administration
Exhibit M	COUNTY's Administration
Exhibit N	Charitable Contributions Certification
Exhibit O	User Complaint Report (UCR)
Exhibit P	Left blank
Exhibit Q	Living Wage Ordinance
Exhibit R	Monthly Certification for Applicable Health Benefit Payments
Exhibit S	Payroll Statement of Compliance

Exhibit T	Living Wage Program and Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance
Exhibit U	Labor/Payroll/Debarment History
Exhibit V	Living Wage Declaration
Exhibit X	Contractor Staffing Plan
Exhibit Y	Payroll Reporting Form
Exhibit Z	CONTRACTOR's Child Care Facility License.
Exhibit AA	Certification of Compliance With the County's Defaulted Property Tax Reduction Program.
Exhibit BB	LAC-USC Medical Examination Clearance.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CHILD WELCOMING CENTER / CHILD CARE STAFFING SERVICES CONTRACT**

Mexican American Opportunity Foundation (hereinafter referred to as "Contract").

This Contract is made and entered into this 19th day of March 2013, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Mexican American Opportunity Foundation

hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective per County Code, Title 2, Chapter 2.121 to contract for Child Care Staffing at the Children's Welcome Center; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

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PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments," and signed by both parties.
- 1.2 Exhibits A, B, C, D, E, F, G, H, I, J, K, L M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, and CC set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, followed by the SOW, Exhibits A and its Exhibits "A-1 through A-5", then Exhibits B-1 through B-3 followed by all other Contracts exhibits, "C" through "CC".
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - B. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - C. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

- D. "COUNTY" – means County of Los Angeles and includes the Department of Children and Family Services.
- E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, calendar day(s), and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" - means COUNTY's Department of Children and Family Services
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Maximum Contract Sum" - means the highest possible amount under this contract.
- K. "Overpayments" - means those payments paid to a Contractor to which they were not entitled due to not providing the contracted services or an expenditure not in compliance with OMB Circular A-122, or the County of Los Angeles Auditor-Controller Contract Accounting Handbook, Contract Exhibit H.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- N. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- O. "State" - means the government of California.
- P. "State Manual of Policies and Procedures" - means the regulations found in the Manual of policies and procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).

- Q. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

- 2.1 The term of this Contract shall commence on _____ or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on _____ or one year from the date of execution by the COUNTY's Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 COUNTY shall have the sole option to extend the Contract term for up to one additional one-year periods, for a maximum total Contract term of two
- 2.3 years. Each such option and extension shall be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.4 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 2.5 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.6 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond March 18, 2015, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this Contract is One million four hundred eighty eight thousand one hundred ninety five dollars and eight cents(\$1,488,195.08).

- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-price Contract. Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR at the hourly rates, plus the eight percent administrative cost as specified in Exhibit B-1, Pricing Schedule for the child care staffing services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against the COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit M, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit

or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

5.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match

the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of required endorsements shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-CONTRACTORS which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope

of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.
- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR

shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

- 4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.11 Application of Excess Liability Coverage: CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 4.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 4.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

4.2 Insurance Coverage Requirements:

4.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 4.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.
- 4.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

- 5.1 For Child care staffing services provided in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Exhibit B-1, Pricing Schedule, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.
- 5.2 CONTRACTOR, with prior approval of COUNTY, may reallocate up to a maximum of ten (10) percent of the Maximum Annual Contract Sum for each year of the Contract between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the ten (10) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 5.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which

CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 5.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Division, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Maricruz Trevino, Program Manager
3530 Wilshire Blvd., Suite 500
Los Angeles, CA 90010

- 5.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by

CONTRACTOR, as determined by the COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 5.10 COUNTY and CONTRACTOR agrees that the payment rate referenced in this Contract are based on the established rate set (Exhibit B-1) by the COUNTY. During the term of this Contract, COUNTY shall compensate the CONTRACTOR for services based on the set rate for each type of service.
- 5.11 Any preparatory services rendered by the CONTRACTOR prior to receipt of referrals shall be the responsibility of the CONTRACTOR.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 Contractor shall ensure all staff working on this contract and having any contact with the Children's Welcome Center conform to all Staffing and Criminal Clearance and Medical Clearance and Health Screening in the Statement of Work (SOW), Exhibit A.
- 6.2 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, require all staff working on this contract and assigned to work at the Children's Welcome Center to complete and pass the Live Scan and Criminal Clearance to work in a Child Care facility licensed by the California Department of Social Services Community Care Licensing Division, in accordance with Title 22, Division 12, Chapter 1, Child Care Center General Licensing Requirements – Section 101770 – Criminal Record Clearance.
- 6.3 Contractor's staff shall be listed on Contractor's Child Care Facility License (s), Exhibit AA, as cleared to work in Contractor's Licensed Child Care Facilities.
 - 6.3.1 The County Program Manager, must provide prior written approval to the CONTRACTOR to request any criminal clearance exemption for any staff working on this contract or assigned to work at the Children's Welcome Center (CWC).

- 6.3.2 CONTRACTOR shall not assign any staff not approved by the County Program Manager to work on this contract or at the Children's Welcome Center that has not passed the Live Scan background investigation, and been issued a the Medical Clearance, and Health Screening, along with receiving approval from the County to work at the CWC.
- 6.3.3 CONTRACTOR's may be immediately removed from performing services under the Contract at any time during the term of the Contract, at the request of the COUNTY Program Manager.
- 6.4 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 6.5 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to provide Child Care staffing services in accordance with the terms and conditions and the SOW of this Contract.
- 6.6 CONTRACTOR shall immediately on the same day it receives such information, notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who is assigned to work at or may work at the CWC.
 - 6.6.1 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

- 7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

- 7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit E, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit F, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a backdoor or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event

CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

- 7.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

- 9.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge with the effective date of employment.

- 9.2 All of CONTRACTOR'S employees assigned to or working at the COUNTY's CWC are required to also have a COUNTY Identification (ID) badge on their person and visible at all times. CONTRACTOR bears all expense for the badges they provide to their employees.

9.3.1 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge, and are approved by the COUNTY Program Manager, before they are assigned to work in at the CWC. CONTRACTOR personnel may be asked to leave a COUNTY facility by a COUNTY representative if they do not have the proper COUNTY ID badge on their person, or have not been approved to work at the CWC.

9.3.2 CONTRACTOR shall notify the COUNTY within one (1) business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.

9.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 10.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 10.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 10.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 10.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 10.4.1 Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 - 10.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
 - 10.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 10.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

11.0 FUNDING ADJUSTMENTS AND REALLOCATIONS

- 11.1 If sufficient monies are available from federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, COUNTY may require additional services and pass on to

CONTRACTOR an increase to the Maximum Contract Sum as payment for such services, as determined by COUNTY. If monies are reduced by federal, State, or County funding sources, COUNTY may also decrease the applicable Maximum Contract Sum as determined by COUNTY. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to CONTRACTOR. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to CONTRACTOR and to COUNTY'S Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by COUNTY'S Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Part II, Section 7.0, Changes and Amendments.

11.2 COUNTY and CONTRACTOR shall review CONTRACTOR'S expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each COUNTY fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a COUNTY fiscal year, and/or at any other time or times during each COUNTY fiscal year as determined by Director. At least fifteen (15) days prior to each such review, CONTRACTOR shall provide Director with a current update of all of CONTRACTOR'S expenditures and commitments of such funds during such COUNTY fiscal year or other applicable time period.

11.3 If COUNTY determines from reviewing CONTRACTOR'S records of service delivery and billings to COUNTY, that a significant underutilization of funds provided under this Contract will occur over its term, Director or COUNTY'S Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other provider. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to CONTRACTOR and to COUNTY'S Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by COUNTY'S Board of Supervisors. Any change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Part II, Changes and Amendments.

12.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled, "Living Wage Program" as codified in Sections 2.201.010 through 2.201.100 of

the Los Angeles County Code, a copy of which is attached as Exhibit Q, and incorporated by reference into and made a part of this Contract.

12.1 Payment of Living Wage Rates

Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below in Sub-section 12.5 of this Section:

12.1.1 Not less than \$11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

12.1.2 Not less than \$9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

12.2 For the purposes of this Section, "Contractor" includes any Subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- 12.3 If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 12.4 If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program’s definition of “Employer” or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY’s satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 12.5 For purposes of the CONTRACTOR’s obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.
- 12.6 CONTRACTOR’s Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR’s Employees during

the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR's current health care benefits plan, and the CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (Exhibit R, Monthly Certification for Applicable Health Benefit Payments and Exhibit S, Payroll Statement of Compliance) or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

12.7 CONTRACTOR's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's Contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.

12.8 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of 24 hours' written notice, the COUNTY may audit, at the CONTRACTOR's place of business, any of the CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

12.9 Notifications to Employees

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

12.10 Enforcement and Remedies

If the CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

12.10.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

12.10.1.1 Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

12.10.1.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the

CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

12.10.2 Termination. The CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

12.11 Remedies for Payment of Less Than the Required Living Wage: If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

12.11.1 Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

12.11.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

12.11.3 Termination. The CONTRACTOR's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

12.12 Debarment: In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

12.13 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

12.14 CONTRACTOR Retaliation Prohibited

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Section may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

12.15 CONTRACTOR Standards

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit L, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit M, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Program Manager on a regular basis;
and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 2.3 The COUNTY's Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in

the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is to either change the Statement of Work or the Terms and Conditions to respond to changes in required service needs or for an increase or decrease correlated to an increase or decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO and County Counsel approval are obtained.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or

reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance, and shall during the term of this Contract maintain in compliance, with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D.

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes

compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

12.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right

to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. CONTRACTOR shall comply with Exhibit C Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit J, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR.

“Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a longstanding practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR’s violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of

payments, financial penalties, placement on a Stop Work, and/or termination as stated herein

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 18.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit H, Auditor-Controller Contract Accounting and Administration Handbook.
- 18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR ALERT REPORTING DATABASE

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 20.1 A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 20.2 For federally funded agreements in the amount of \$25,000 or more, the CONTRACTOR certifies that he/she and his/her principals are not debarred or suspended from federal financial assistance programs and activities.
- 20.3 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.4 The COUNTY may debar a contractor if the Board of Supervisors, finds in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects

on the contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 20.5 If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.6 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.7 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.8 If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.9 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been

debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.9.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.10 These terms shall also apply to Subcontractors of COUNTY Contractors.

20.11 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit N, the County seeks to ensure that all COUNTY contractors which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both (County Code Chapter 2.202).

22.0 CONTRACTOR'S WORK

- 22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 22.2 CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in one or more of the following; suspension of payments, withholding of payments, financial penalties, or Contract termination.
- 22.3 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions, performance standards and Quality Assurance Plan as specified in SOW, Exhibit A-5. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other remedies as specified in this Contract.

24.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 24.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 24.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

25.0 EMPLOYEE BENEFITS AND TAXES

- 25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits or other compensation.
- 25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

26.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 26.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 26.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other

liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

27.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

28.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

29.0 FORMER FOSTER YOUTH CONSIDERATION

29.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 17.0 and 16.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010/ FAX: (213) 637-0036

- 29.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 29.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

31.0 INDEPENDENT CONTRACTOR STATUS

- 31.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 31.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 31.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

31.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit E, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

32.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

33.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

34.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

34.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

34.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C, Contractor's Equal Employment Opportunity (EEO) Certification.

34.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 34.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 34.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 34.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 34.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of Contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 34.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

36.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when CONTRACTOR has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, CONTRACTOR shall, within one (1) day, give written notice to COUNTY including all relevant information with respect thereto, to the other party.

37.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

38.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit I.

39.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit L, CONTRACTOR's Administration and Exhibit M, COUNTY's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

40.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

41.0 PROPRIETARY RIGHTS

- 41.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 41.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 41.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 41.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 41.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 41.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 41.4 for:
- 41.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 41.3;

- 41.5.2 Any materials, data and information covered under Sub-section 41.2; and
- 41.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 41.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 41.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 41.8 The provisions of Sub-sections 41.5, 41.6, and 41.7 shall survive the expiration or termination of this Contract.

42.0 PUBLIC RECORDS ACT

- 42.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 42.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to

defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43.0 PUBLICITY

43.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

43.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

43.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

43.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

44.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

44.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

44.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the federal government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall

be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from COUNTY's final payment under this Contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 44.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 44.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 44.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 47.7 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR's compliance with the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this sub-section relative to CONTRACTOR's employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

48.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

49.2 Notice to Employees Regarding the Safely Surrendered Baby Law.

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

50.0 SHRED DOCUMENTS

50.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

50.2 Documents for record and retention purposes in accordance with Subsection (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

51.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 51.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:
- 51.1.1 CONTRACTOR has materially breached this Contract;
 - 51.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 51.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 51.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 51.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 51.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 51.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable

from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

51.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

51.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 51.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 51.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

51.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

51.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

52.0 TERMINATION FOR CONVENIENCE

52.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

52.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

52.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

52.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

52.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Record Retention and Inspection/Audit Settlement.

53.0 TERMINATION FOR IMPROPER CONSIDERATION

53.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

53.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

53.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

54.0 TERMINATION FOR INSOLVENCY

54.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

54.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

54.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

54.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;
or

54.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

54.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

55.0 MUTUAL INDEMNIFICATION

55.1 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances resulting from or connected with CONTRACTOR's acts or omissions resulting from its performance of this Contract but only in proportion to and to the extent such liability, expense or damage is caused by any neglect or willful act or omission of CONTRACTOR, its employees or agents.

55.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and

liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements and in amounts as set forth in Part I, Section 5.0 Insurance Requirements, Sub-section 4.2 Insurance Coverage Requirements, Sub-section 4.2.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.

- 55.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Subsections 55.1 and 55.2 above.
- 55.4 COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its Agents, officers and employees from and against any and all liability and expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, property damage, resulting from or connected with COUNTY's acts or omissions, resulting from its performance or this Contract but only in proportion to and to the extent such liability, expense or damage is caused by any solely by negligent or willful act or omission of COUNTY, its Special Districts, elected and appointed officers, employees, or agents.
- 55.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from any and all COUNTY employees Worker's Compensation suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements to any and all COUNTY personnel for injuries arising from or connected with services performed under this Contract, however the County does not waive its rights or right of its employees under the laws of the state of California.
- 55.6 COUNTY shall indemnify CONTRACTOR and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by COUNTY of the obligations and covenants described in Subsections 55.4 and 55.5 above.

56.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160.

lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

57.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

58.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFSS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFSS, upon demand by COUNTY.

58.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

59.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

60.0 WARRANTY AGAINST CONTINGENT FEES

60.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

- 60.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.



COUNTY OF LOS ANGELES

ATTEST:

By *Mark Ridley-Thomas*
Chairman, Los Angeles County

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By *[Signature]*

Mexican American Opportunity Foundation
CONTRACTOR

By *Martin Castro*

Name *Martin Castro*

Title *President & CEO*

By *[Signature]*

Name *Vinny Santos*

Title *Vice President of operations*

95-2594166
Tax Identification Number

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY *[Signature]*
David Beaudet, Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

18

MAR 19 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77925

EXHIBIT A

County of Los Angeles
Department of Children and Family Services

CHILD CARE STAFFING

STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK

SECTION A - PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

Vision:

Children thrive in safe families and supportive communities.

Mission:

By 2015, DCFS will practice a uniform service delivery model that measurably improves:

- Child Safety
- Permanency
- Access to effective and caring services

Values:

Cultural Sensitivity: We acknowledge, respect, value, and understand the importance of cultural diversity in all aspects of child welfare practice.

Leadership: We engage, motivate, and inspire others to collaboratively achieve common goals through example, vision, and commitment.

Accountability: We accept responsibility for our actions, behavior, and results.

Integrity: We are honest, forthcoming, and transparent, always acting in accordance with the highest ethical standards and values.

Responsiveness: We take needed action in a timely manner.

SECTION B - PROJECT FOUNDATION

1.0 PURPOSE

DCFS opened its Children's Welcome Center (CWC) on July 16, 2012, adjacent to the LAC-USC Medical Hub, enabling the Department to divert children under 18 to a separate, child friendly environment in a more comfortable facility. This 23-hour CWC operates on a 24/7 basis, serving children who have experienced a placement disruption (on a current open case) or have just been detained by DCFS from their biological families and are in need of a placement; in a safe environment.

This contract is for child care staff working under the direction of CWC staff to provide constant supervision and other child care services to children at the CWC.

Contractor's staff assigned to the CWC will provide child care staffing to assist the CWC to reduce and decrease the trauma of removal and/or placement disruption by providing a safe place with caring staff for children.

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 2.1 Child Care Worker (CCW) – means CONTRACTOR's staff or employee responsible for providing child care staffing services in accordance with the Statement of Work.
- 2.2 CONTRACTOR's Program Director – means CONTRACTOR's officer or employee responsible for administering the Contract in accordance with the Contract terms and conditions and this Statement of Work.
- 2.3 CONTRACTOR's Program Manager – means the Contractor's officer or employee responsible for ensuring the timely delivery of child care staffing services in accordance with the contract terms and conditions and this Statement of Work.
- 2.4 Criminal Clearance: means the Clearance of Contractor's employees to work in a child care facility licensed by the California Department of Social Services Community Care Licensing Division, in accordance with Title 22, Division 12, Chapter 1, Child Care Center General Licensing Requirements – Section 101170 – Criminal Record Clearance
- 2.5 Medical Clearance: means the Non-DHS/Non-County Workforce Member Health Clearance Certification required for all staff that work on the LAC-USC work site.

3.0 STAFFING

CONTRACTOR shall ensure that the following staff requirements are met:

- 3.1 Criminal Clearances: CONTRACTOR shall ensure that all staff assigned to perform any work on this contract, and who will perform any duties at the Child Welcoming Center have received a Criminal Clearance to work in a child care facility licensed by the California Department of Social Services Community Care Licensing Division, in accordance with Title 22, Division 12, Chapter 1, Child Care Center General Licensing Requirements – Section 101170 – Criminal Record Clearance.
- 3.1.1 Contractor’s staff shall be listed on Contractors Child Care Facility License(s), Exhibit AA, as cleared to work in Contractor’s licensed child care facility(s).
- 3.1.2 COUNTY Program Director will have to issue prior written approval to CONTRACTOR prior to them requesting a criminal clearance waiver from the California Department of Social Services Community Care Licensing Division (CCLD) for any staff assigned to work on this contract.
- 3.1.3 Contractor shall sign up for and request to receive subsequent arrest notification for all of CONTRACTOR’s staff assigned to work to on this contract in accordance with all applicable local, State, and federal laws and regulations.
- 3.1.3.1 Contractor shall notify the COUNTY Program Director and County Program Manager of the subsequent arrest of any staff assigned to work on this contract the same day CONTRACTOR receives the subsequent arrest notification.
- 3.2 Contractor is responsible for all costs associated with completion of shall ensure that The cost of such criminal clearances and background checks is the responsibility of CONTRACTOR, regardless of whether CONTRACTOR’s staff/volunteers pass or fail the background and/or criminal clearance investigation.
- 3.3 Entitlement to Work: CONTRACTOR shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.
- 3.4 Language Ability: CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English. In addition to having competency in English, the CONTRACTOR shall ensure there is a sufficient number of bilingual staff to meet the language needs of the child(ren) at the CWC.
- 3.5 Medical Clearance/Health Screening: CONTRACTOR shall ensure that all personnel assigned to work to the CWC work site, including its Program and Contract monitoring staff that may intermittently visit the CWC work site have completed and submitted the Non-County Assignment–Background Investigation

and Medical Examination form authorizing the County to receive and review the results of their Live Scan and Medical exam.

3.5.1 CONTRACTOR's staff can receive their medical exam at the LAC-USC

3.5.1.1 All of Contractors employees assigned to work at the CWC shall complete and submit a Non DHS/Non-County Workforce Member (WFM) Tuberculosis History and Evidence of Immunity form and supporting documentation or Form K-NC if WFM declined any non mandatory vaccinations.

3.5.2 Tuberculosis (TB) Screening Test: CONTRACTOR shall ensure that all personnel performing services under this Contract are administered a Mantoux PPD Test/chest x-ray not more than one year prior to commencing work under this Contract, and every three (3) years thereafter for the duration of the Contract. CONTRACTOR shall maintain copies of TB test results in each employee's personnel folder.

3.5.3 Any employee who is skin test positive must be examined by a physician and found to be free of communicable tuberculosis (i.e., chest x-ray) prior to commencing work under this Contract.

3.6 CONTRACTOR shall secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully provide child care services in compliance with the requirements of this SOW, including, but not limited to, the following:

3.6.1 CONTRACTOR's Program Director: CONTRACTOR shall have a Program Director who shall provide coordination and administration of the program provided under this Contract. Minimum qualifications: High School diploma (or GED) and a California Teachers Permit (24 units in child development and 12 units in general education) from an accredited college.

3.6.2 Child Care Worker(s) (CCW): CONTRACTOR shall provide CCWs that have the following educational qualifications:

- A High School diploma, or
- Passed the California High School Proficiency Exam, and

All CONTRACTORS CCWs must have:

- A California Teachers Permit
 - 24 units * in child development and
 - 12 units in general education

* from an accredited college or a Master Teacher Permit from the State of California Commission on Teacher Credentialing and a minimum of three

(3) years experience in working with children. The CCWs duties are described in Exhibit A-3

3.6.3 County's Program Manager or designee must actively participate in all hiring interviews and interview panels, and approve each CCW assigned to work at the CWC.

3.6.3.1 CONTRACTOR shall provide County's Program Manager or designee 48 hour advance notice for all scheduled interviews.

3.6.4 CONTRACTOR shall provide the COUNTY's Program Manager at the beginning of each Contract term and within 3 days of staff change(s), a roster of all staff that includes:

3.6.4.1 Full name and work site clearance (by County) date

3.6.4.2 Education, training and a brief description of the staff's prior child care experience

3.6.4.3 Contractor employee's assigned work schedule

3.6.4.4 Contractor's employee's telephone number for emergency contact.

3.6.5 CONTRACTOR's personnel have passed the Medical Examination at the LAC-USC work site, Exhibit BB.

3.6.6 CONTRACTOR shall notify the CPM, the same day any of CONTRACTOR'S personnel are terminated from working on this Contract.

3.6.7 CONTRACTOR's staff shall use the designated on site break room down the hall from the CWC.

3.6.7.1 CONTRACTOR's staff shall not leave the premises during their two 15 minute breaks or their 30 minute lunch.

3.6.8 Uniform

3.6.8.1 CONTRACTOR's staff shall wear a clean uniform each workday consisting of:

3.6.8.1.1 Contractors picture employee identification badge with the effective date of employment

3.6.8.1.2 Khaki pants

3.6.8.1.3 Polo shirt or Scrub style smock or top

3.6.8.1.4 Rubber sole closed two flat shoes

3.6.8.1.5 Apron provided by MAOF

4.0 COUNTY PROGRAM MANAGEMENT

The COUNTY shall provide a Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CONTRACTOR's Program Director (CPD).

- 4.1 The CPM or designated alternate will monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
 - 4.1.1 The CPM or designee will provide work instructions and direction to CONTRACTOR in all areas relating to applicable DCFS policy, information, procedural and Child Welcoming Center process requirements.
- 4.2 CPM will approve all CONTRACTOR's staff assigned to work on this Contract.
- 4.3 COUNTY will have to provide facility clearance and access to the work site for all CONTRACTOR's staff approved to work on this Contract.
- 4.4 COUNTY's Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified in Exhibit M, County's Administration and Notices.
- 4.5 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 5.1 As required in Part II, Section 1.0, Contractor's Administration, CONTRACTOR shall designate a Program Director responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The CONTRACTOR's Program Director (CPD) is identified in Exhibit L.
- 5.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.
- 5.3 The CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

SECTION C - SERVICE DESCRIPTION

6.0 SCOPE OF CHILD CARE SERVICES

6.1 Target and Estimated Service Population

An average of 200 children (girls and boys) per month, (or a daily average of five children, not to exceed 15 at any one time) may receive services at the CWC (under age 18).

Children/youth age 18 or younger who have younger siblings, may receive services at the CWC, in addition to teenage mothers and their infant child.

6.2 CONTRACTOR's staff shall timely report to work at the Child Welcoming Center located at LAC/USC Medical Center Outpatient Building, 2010 Zonal Avenue, Los Angeles, CA 90033 in accordance with their assigned work schedule.

6.2.1 CONTRACTOR shall timely provide staff to cover each of the three eight hour shifts delineated in Exhibit A-2 CWC Staffing Schedule.

6.2.1.1 Child care staffing will be provided to cover the 24 hour day.

6.2.1.2 12 - 8 hour shifts will be staffed with four child care workers.

6.2.1.3 9 - 8 hour shifts will be staffed with three child care workers.

6.3 Child Care staff will provide the supervision for all aspects of the children/youth's activities and provide all required comfort services.

6.3.1 A child will never be left unsupervised.

6.3.2 Contractor's staff is not to discipline any child/youth at the CWC.

6.3.3 Activities and support provided will be designed to fit the child's age and needs, and as approved by the CWC staff.

6.3.3.1 This includes changing diapers.

6.3.3.2 Bathing or supervising the bathing of children receiving services at the CWC.

6.3.3.3 Changing the clothes, shoes, or doing laundry, and providing, enrichment activities to children/youth receiving services at the CWC.

6.3.4 Contractor's staff will serve meals provided to the children/youth receiving services at the CWC for breakfast, lunch, snacks and dinner.

6.3.5 Constant supervision and monitoring will be provided to ensure the safety of children while they are in care.

6.3.6 Provide individual attention as needed and appropriate to soothe and comfort the children/youth receiving services at the CWC to provide support from the major disruption they recently experienced.

6.3.7 Clean the CWC as requested by CWC staff.

6.3.7.1 Cleaning may include disinfecting and sanitizing.

7.0 REPORTS AND RECORD KEEPING

7.1 CONTRACTOR shall provide COUNTY with a Monthly Report attached to its monthly invoice reference Contract Exhibit Y that details the deliverables of the prior month.

7.1.1 CONTRACTOR shall include in the monthly report copies of any Corrective Action Plans issued during the prior month and documentation supporting any changes to its internal processes, policies or procedures required to comply with any Corrective Action Plans.

7.1.2 Contractor shall also submit its monthly Living Wage Reports:

- Monthly Certification of applicable health benefits (Exhibit R)
- (Monthly) Payroll Statement of Compliance (Exhibit S)
- Living Wage Staffing Plan (Exhibit X)

7.1.2.1 The monthly reports shall be submitted within ten business days from the end of the prior month being reported.

8.0 QUALITY ASSURANCE PLAN AND MONITORING

8.1 The CONTRACTOR's Quality Assurance Plan (QAP) to assure its compliance with the requirements of the contract is attached as Exhibit A-5.

8.1.1 Contractor's Child Care staff employee handbook and time keeping policy specific to the Child Welcoming Center are attached as Exhibit A-4.

8.1.2 Contractors QAP must include its methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit A-1, Performance Requirement Summary Measures.

8.1.3 CONTRACTOR shall identify the staff and frequency its Program Manager, Program Director and other monitoring staff plan to visit the CWC for monitoring and quality control

8.1.4 Contractor shall detail its plan to ensure uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

- 8.1.5 CONTRACTOR's process to verify it will not utilize any employee not approved by the CPM.
- 8.2 The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract.

SECTION D - OUTCOME MEASURES

9.0 OUTCOME MEASURES

CONTRACTOR's staff shall ensure a safe environment of each child/youth while each at the Children's Welcome Center. CONTRACTOR shall meet all deliverables and in this Contract and SOW. CONTRACTOR shall meet or exceed the performance targets described on "Performance Measure Summary". Throughout the term of this Contract, DCFS will monitor CONTRACTOR's performance. Any failure by CONTRACTOR to comply with any of the terms of this Contract, including any failure to meet or exceed the performance target described, may result in COUNTY's termination of the whole or any part of the Contract, at COUNTY's sole discretion.

COUNTY'S PERFORMANCE MEASURE SUMMARY

PROGRAM: CHILD CARE STAFFING

TARGET GROUP: CHILDREN UNDER 18

OUTCOME GOAL: Children at the Child Welcome Center shall remain in a safe environment, free from abuse and neglect.

COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
<p>All children/youth are constantly supervised and comfort services provided in each of the three eight hour shifts.</p> <p>Child Care Worker(s) meet the required qualifications</p> <p>Engage CWC clients in activities and provide nurturing and support to fit each child/youths age and needs.</p> <p>Contractor's timely submission of accurate and complete monthly Living Wage Reports as stipulated in SOW section 7.0</p> <p>Contractor's compliance with the Living Wage Ordinance.</p>	<p>100% of Child Care Worker(s) scheduled and timely report to the Children's Welcome Center work site.</p> <p>100% of all staff met the education requirements that perform services on this contract.</p> <p>100% accurate and timely submitted Living Wage Reports in SOW section 7.0.</p>	<p>Contractor's Child Care Workers Staffing Schedule and monthly report.</p> <p>County participation in all interviews and approval of all Contractor staff assigned to the CWC.</p> <p>County's review of Contractors monthly Living Wage Report submission.</p>

Exhibit A-1: Performance Requirement Summary

DCFS Outcome	Required Services	Performance Standard	Monitoring Method	Remedies For Non-Compliance With Performance Standard
<p>Goal: SAFETY</p> <p>No occurrences of child abuse/neglect</p>	<p>(1) CONTRACTOR's approved child care staff meets all background and criminal clearance requirements.</p> <p>(2) CONTRACTOR shall secure and maintain staff in adequate number as specified in Exhibit A-2, with sufficient education, experience and expertise to provide child care services in compliance with the requirements.</p> <p>(3) CONTRACTOR shall provide the COUNTY's Program Manager at the beginning of each Contract term and with 3 days of staff change(s) a roster of all staff working on this Contract.</p> <p>(4) CONTRACTOR's approved child care staff arrives on time each day in the appropriate uniform and identification badge.</p> <p>(5) CONTRACTOR's staff completes all duties, requirements for child care workers as described in Exhibit A-3</p>	<p>100% compliance</p>	<p>COUNTY oversight of CONTRACTOR's staff assigned to work at the CWC.</p>	<p>Notice of Non Compliance and Request for a Corrective Action Plan.</p> <p>Place Contractor on a Stop Work if needed.</p> <p>Terminate the Contract.</p>

Exhibit A-1: Performance Requirement Summary

DCFS Outcome	Required Services	Performance Standard	Monitoring Method	Remedies For Non-Compliance With Performance Standard
	<p>(6) CONTRACTOR shall submit to COUNTY a monthly report, attached to its monthly invoice providing a detail of the prior month deliverables.</p> <p>(7) Contractor's timely and accurate submittal of all required Living Wage Reports</p> <p>(8) Contractor's compliance with the Jury Services and Living Wage Ordinance....</p> <p>(9) Contractor's implementation of its Quality Assurance Plan and internal monitoring to ensure compliance with this contract.</p>	<p>100% compliance</p>	<p>COUNTY monitors CONTRACTOR compliance with the Contract</p>	<p>Notice of Non Compliance and Request for a Corrective Action Plan.</p> <p>Place Contractor on a Stop Work if needed.</p> <p>Terminate the Contract</p>

Children’s Welcome Center
 Child Care Workers – Staffing Schedule Requirements
 MAOF’s actual child care work schedule will be attached to this as Exhibit A-2b

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
7am to 3:30pm	4 Child Care Workers	4 Child Care Workers	3 Child Care Workers	3 Child Care Workers	4 Child Care Workers	4 Child Care Workers	3 Child Care Workers
3pm to 11:30pm	4 Child Care Workers	4 Child Care Workers	3 Child Care Workers	3 Child Care Workers	4 Child Care Workers	4 Child Care Workers	3 Child Care Workers
11:00pm to 7:30am	4 Child Care Workers	4 Child Care Workers	3 Child Care Workers	3 Child Care Workers	4 Child Care Workers	4 Child Care Workers	3 Child Care Workers

MAOF’s Child Care Work schedule will allow each employee to receive the requisite two 15 minute breaks and a 30 minute lunch.

Requirements for Child Care Workers (CCWs)

CCWs will constantly supervise children (infants, toddlers, and children ages 0-18) while they are housed at the Children's Welcome Center (CWC).

The daily duty requirements include:

- Feeding, bathing, dressing, as well as assisting children with their basic needs, depending on the age of the child.
- Providing constant supervision to children
- Heating, and serving meals
- Supervising and interacting with children and youth with in age and emotionally appropriate recreational and educational activities using techniques directed by the CWC staff designed to improve the children's social skills.
- Supervise children during bedtime, and while they are sleeping to ensure that they are resting comfortably, and report any problematic incidents to the CWC staff.
- Supervise children to include providing direction and instruction in standards of conduct, hygiene, and citizenship, interpersonal relationships, and socialization processes; projects an appropriate adult role model for the children consistent with acceptable community standards.
- Under the direction of the CWC staff provide crisis intervention and constant supervision with a special emphasis on awareness of emotional escalation; comforts/counseling children; directing or assisting in situations requiring physical restraint of children and writes follow up reports of such actions.
- Insures the children are provided with a safe, secure environment; watches for unsafe conditions and reports faulty equipment;
- maintains unit in a clean and sanitary condition
- involve children in age-appropriate chores to develop skills and a sense of responsibility; as approved by the CWC staff.
- As directed by the CWC takes immediate action to deal with emergency and unusual situations.
- Checks for and reports illnesses;
- provides constant child care services for ill, battered or severely disabled children;
- accompany and stays with children to the hospital/VIP Clinic/ER room as requested

- fill prescriptions at the on site pharmacy as requested
- Prepares case record documentation of the child's stay at the CWC.
- Assists with the Intake Process to the CWC Center to help minimize the trauma associated with the separation of minors from parents or guardians.
- Duties may include other support services as needed by DCFS staff to enable children to transition from the CWC to placement.
- Clean and sanitize the CWC as requested.
- Other duties as requested by the CPM or authorized CWC staff.

MEXICAN AMERICAN OPPORTUNITY FOUNDATION EMPLOYEE POLICIES and PROCEDURES HANDBOOK

INTRODUCTION

The information contained in The Handbook is intended to familiarize employees with the work ethics, policies and procedures of MAOF. While The Handbook cannot anticipate every situation, nor can it answer all employment-related questions. MAOF management will make every effort to address employment concerns its employees may have and/or situations listed and not listed in this Handbook. MAOF may change, amend, revise, add-to or delete from the policies in this Handbook, but only in writing and signed by the President/Chief Executive Officer of MAOF.

The Policies and Procedures in this handbook apply to all MAOF employees. Where there is a conflict between these policies and procedures and the collective bargaining agreement between MAOF and SEIU, the bargaining agreement's provisions will prevail.

MAOF's FUNCTION

MAOF was organized as a human services organization to provide needy and low income families, children, seniors and other individuals with services such as vocational/job training, work experience employment, childcare, and senior services. MAOF operates in seven California counties.

MISSION STATEMENT

The Mission of the Mexican American Opportunity Foundation is to provide for socio- economic betterment of the greater Latino community of California, while preserving the pride, values and heritage of the Mexican American Culture. This is accomplished through programs in early childhood education and family services, job training and senior lifestyle development throughout the multi-cultural communities served by MAOF.

MAOF is joined in this mission by government agencies, public and private foundations and Corporate America.

CORPORATE RESPONSIBILITY

A volunteer Board of Directors governs MAOF. The Board sets policy, goals, and objectives. The Board empowers the MAOF President/Chief Executive Officer to assume corporate legal and fiduciary responsibility to administer, manage, implement and operate current and new projects. MAOF receives its funding through various government grants and contracts and also grants from the private sector. All MAOF programs provide human services to the community at large without discrimination.

DISCLAIMER

In cases where the use of funds may be contingent upon government grants or contracts and their funding terms and conditions, the policies set forth in this Handbook may be superceded by the terms and conditions of the grant or contract. Notwithstanding, the terms, conditions and limitations of grants or contracts, standards are set by MAOF.

Policies revised 7-2010

*Policies conform to recommendations
of the Feedback letter dated 2-14-07 from
LACOE Attorney, Lital Merdelson and
LACOE Directive dated 3-17-2010 and
Head Start Program's Adopted Policies
"Care and Supervision of Children"*

MAOF Board of Directors approved 11/17/2010

MAOF Head Start Parent Policy Committee approved 12/17/2010

I. POLICIES and PROCEDURES

A. NON DISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY POLICY

MAOF is a nondiscrimination equal employment opportunity employer and service provider. All job applicants, clients, program participants, persons seeking services and employees shall receive equal consideration and treatment for services and employment. No person shall be denied employment or services because of race, sex, gender, gender identity, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), medical condition, age, marital status or sexual orientation or from any other protected category.

B. VERIFYING ELIGIBILITY TO WORK

Federal immigration and Naturalization laws impose complex requirements on every employer, regardless of size. Among other things, these laws require employers (MAOF) to institute procedures to verify and establish identity that an individual is authorized to work in the United States. The law has established civil and criminal penalties for knowingly hiring, referring, recruiting or retaining in employment unauthorized workers when they are identified. Completion of the I-9 is required as a condition of hire. *(See section II. EMPLOYMENT, B., Conditions of Employment)*

C. AMERICANS WITH DISABILITIES ACT (ADA)

The ADA gives civil rights protection to individuals with disabilities. MAOF complies with all requirements of ADA and prohibits discrimination in employment practices and services to persons with a disability as defined under the federal mandate of ADA. MAOF is an Equal Employment Opportunity and service provider to this protected class. MAOF prohibits unlawful discrimination by employees, clients or independent contractor of MAOF.

To comply with applicable ADA laws ensuring equal employment opportunities to qualified individuals with disabilities, MAOF is committed to make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship to the individual would occur. Any applicant/job candidate or employee who requires an accommodation in order to perform the essential functions of the job will be accommodated directed by the Director of Human Resources. The individual with the disability will specify what accommodation is needed to perform the job. MAOF will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform the job. MAOF will identify all possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and does not impose an undue hardship, MAOF will make the accommodation.

D. SAFE HAVEN "SAFELY SURRENDER BABY LAW"

MAOF shall provide to its employees, program participants and clients a fact sheet regarding "The Safely Surrender Baby Law". The Safely Surrender Baby Law" fact sheet shall be posted in a conspicuous place. The fact sheet provides the information about the law in the California Counties where MAOF conducts business regarding where and how to safely surrender a baby.

E. CUSTOMER SERVICE and CLIENT RELATIONS

Customers and clients are MAOF's most valuable assets. This organization is committed to provide dependable high-quality services to all individuals and clients. Employees who represent MAOF to the general public and the community at large and who serve clients are earnestly committed to perform his/her job to all with proper respect and a positive attitude. Every employee's conduct is expected to be professional, courteous and helpful and in the comfort language of the client's choice, (except when English may be required for safety or other reasons.)

Disrespect or rudeness to clients, guests, employees or people that do business with MAOF is a major offence and will not be tolerated. Complaints from customers and clients or employees against an employee regarding negative or indifferent service or attitude should be directed to the department supervisor. *(See section VI. RULES OF CONDUCT, DISCIPLINE and TERMINATION, D. Major Offenses)*

F. ALCOHOL AND DRUG FREE POLICY

MAOF is an alcohol and drug free workplace. This organization is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace, work-time and other employees. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to MAOF. In addition, the use and/or possession of these substances on the job constitute a potential danger to the welfare and safety of clients and employees and exposes MAOF to the risks of property loss or damage and/or personal injury.

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair the employee's value to MAOF. Employees who are using prescription or over-the-counter drugs that may impair their ability to safely or properly perform their jobs, or that may affect the safety or well being of others, may be requested to undergo a medical examination at MAOF's expense, if it is reasonably certain that the use of such drugs may be adversely affecting their job performance or endangering the health and safety of others. Alternative decisions to this matter may be required. *(See Section VI. Rules of Conduct, Discipline and Termination.)*

MAOF will encourage and assist employees with alcohol or drug abuse to seek treatment and/or rehabilitation. Employees desiring such assistance should request treatment or rehabilitation leave and must notify the Human Resources Department to discuss insurance coverage and "treatment limitations" and non work related medical leave.

G. SMOKE-FREE WORKPLACE POLICY

MAOF recognizes the importance of maintaining a healthful workplace environment. Therefore, smoking is not permitted in or on worksites or locations where MAOF performs services or conducts business. Smoking is prohibited in MAOF vehicles.

H. CONFIDENTIALITY AND NON DISCLOSURE POLICY

MAOF is responsible for safeguarding confidential information obtained during employment. In the course of the employment, employees may have access to confidential information regarding its clients, vendors, other employees, board members or people who do business with MAOF. It is the responsibility of each employee to maintain confidentiality and in no way reveal or divulge any information without prior written authorization. Access to confidential information must be authorized by a supervisor or the Human Resources Director. Any breach of this policy will not be tolerated by MAOF and may be cause for termination.

I. EMPLOYEE & CLIENT RELATIONS POLICY

Employees are urged to avoid circumstances that lead to fraternizing or consorting with clients/program participants, vendors, or persons doing business with MAOF. Employees must avoid conduct that may place the employee/client or the employee/employee in compromising and/or ethically questionable situations. Conduct that may be deemed improper include but are not limited to; contacting clients outside of the MAOF workplace for any purpose other than business; or, making improper solicitation of favors in exchange for services. *(See harassment policy under section 1, #D.)*

J. CODE OF ETHICS

MAOF is firmly committed to complying with its legal and ethical obligations under all state and federal laws. As a result, MAOF expects all employees, at every level, to comply strictly with all legal and ethical obligations.

MAOF's philosophy can be implemented only if its employees recognize their responsibility to treat everyone in an honest, fair and courteous manner. Accordingly, an employee's failure to fulfill the responsibilities under this policy may result in disciplinary action, up to a possible termination.

(Also see: I Policies and Procedures, under Section D.2 Unlawful Harassment Policy List; D.6 Prohibition Against; and Section III Employment Policies under O. Conflict of Interest; and P. Employee & Client Relations)

MAOF holds all employees responsible for carrying out and monitoring compliance with each program's contract. If an employee becomes aware of any violation of a legal or ethical obligation, or any unfair or improper treatment of an MAOF customer, client, guest or another employee or becomes aware of misconduct against the interests of MAOF by anyone, the employee must immediately report the matter to the Project Director, Director of Human Resources and/or the President so that the matter can be investigated.

K. **CONFLICT OF INTEREST AND BUSINESS ETHICS**

MAOF prohibits employees from engaging in any activity, practice, or conduct that conflicts with, or appears to conflict with the interests of MAOF. Employees are expected to represent MAOF in a professional and ethical manner. Therefore, employees have an obligation to avoid conflicts of interest and take caution when the conflict may be with a client, vendor or persons that do business with MAOF. In order to comply with MAOF's conflict of interest and code of ethics policy, **employees are prohibited from accepting gifts or gratuities from vendors, clients, program participants, and/or from people who do business with MAOF.**

This prohibition includes serving as an advisor or consultant to any organization of the same type as MAOF as a representative of MAOF unless the activity has been approved in writing by the President. MAOF further prohibits unethical improper business dealings with clients, vendors, suppliers or those who may attempt to influence services from, or obtain special favors from, or who may furnish gifts and entertainment to the employee. Employees may not engage in, directly or indirectly, either on or off the job, any conduct that is disloyal, disruptive, competitive, or damaging to MAOF. Failure to adhere to this policy will result in disciplinary action including termination. MAOF's business work ethic compels moral commitment to the position held and to the clients we serve. MAOF employees are expected to avoid situations that create an actual or potential conflict in which an employee's actions or loyalties may be divided between personal and MAOF interests, or, between MAOF interests and those of another entity or person.

Employees must avoid any activity, agreements, business investment, or interest that could be in conflict with MAOF's interests or that could interfere with the duties and responsibilities in which best serve MAOF and its clients, employees, vendors or suppliers.

If the employee is unsure whether a conflict exists, consult management immediately. Prohibited activities include, but are not limited to:

- Engaging in other employment or activity for personal gain during the employee's work hours;
- Accepting gifts or gratuities in exchange for services, special treatment or favors;
- Soliciting MAOF employees, vendors, suppliers or clients to purchase goods or services of any kind for non-MAOF purposes,
- Soliciting an employee or client to participate in financial investment that is in conflict with the interests of MAOF; or
- Using MAOF's logo, stationery, supplies, equipment or other property for personal purposes or gain, *unless the President has granted prior written approval*. This policy includes, but is not limited to the personal use of MAOF computers, telephones, fax machines, postage, vehicles, office machines or supplies of any kind.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

L. **HARASSMENT POLICY**

MAOF shall take all reasonable steps to prevent unlawful harassment of any form from occurring. In addition to prohibiting other forms of unlawful discrimination because of gender identity, genetic characteristics or information, sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, cancer-related medical condition, marital status, veteran status, sexual orientation, age, and any other basis protected by applicable federal, state or local law.

All forms of harassment or discrimination are major offenses and are prohibited. MAOF's anti-harassment policy applies to all employees and its independent contractors and those who are involved in the operations of MAOF. The MAOF anti-harassment policy also protects employees from harassment by clients, vendors or others doing business with MAOF. If harassment occurs on the job by someone not employed by MAOF, the procedures in this policy should be followed as if the harasser were an employee of MAOF. ***All forms of such activity are prohibited under the MAOF Harassment Policy. If any employee is uncertain as to what conduct is prohibited under this policy, the employee should contact the Human Resources Director immediately.***

1. **Sexual Harassment** The law defines sexual harassment as unwanted sexual advances, requests for sexual favors, visual, verbal or physical conduct of a sexual nature when:
 - Submission to such conduct is made as a term or condition of employment;
 - Submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or
 - Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

2. **Definition** - Includes many forms of unlawful and/or offensive behavior. The following is a partial list:
 - Unwanted sexual advances or physical contact or conduct that may be construed to imply any kind of improper sexual conduct, including flirtations, touching, or direct or indirect propositions.
 - Offering employment benefits in exchange for sexual favors.
 - Making or threatening reprisals after a negative response to sexual advances.
 - Suggestive or derogatory remarks of a sexual nature.
 - Sexual innuendoes, ridicule verbal ethnic slurs, invitations or comments implying sexual encounters or acts sexual in nature.
 - Demeaning, insulting, intimidating comments about an individual's gender, dress or body.
 - Remarks causing public humiliation, including verbal threats or remarks perceived as demands seeking sexual favors.
 - Visual conduct, derogatory pictures, posters, books, drawings and/or facial or hand gestures.
 - Physical conduct, i.e. assault, blocking movement, suggestive or inappropriate touching.
 - Threats or demands to succumb to sexual requests of any kind in order for any reason or to keep a job, participate in program services or to avoid demotions.
 - Demeaning, insulting, intimidating, sexually suggestive written, recorded or electronically transmitted messages.
 - Behavior or conduct that is offensive or undesirable to employees, clients and other person(s) that do business with MAOF or that which violates the "Standard of Conduct" or is contrary to MAOF's best interest.
 - Use of the Internet to receive, participate or transmit pornographic or sexually orientated materials.
 - Retaliation for reporting harassment or for threatening to report harassment.

- Any type of harassment, sexual harassment, discrimination, verbal, physical or graphic, regarding their national origin, race, religion, sexual orientation of an employees or client or those individuals in protected categories.

It is unlawful for males to sexually harass females or males, and for females to sexually harass males or females. Sexual harassment on the job is unlawful whether it involves co-workers or harassment by a supervisor or manager or by persons doing business with or for MAOF. If any employee is uncertain as to what conduct is prohibited under this policy, he or she should contact the Director of Human Resources immediately.

3. National Origin, Race and Other Forms of Harassment

Similarly to sexual harassment, national origin, race or other forms of harassment can occur through verbal, physical or other activity directed at employees in protected categories. It can occur when co-workers and/or supervisors use slurs or epithets referring, for example, to the national origin, race or sexual orientation of an employee. Or it may occur through other kinds of activity, such as email, placing graphic images negatively connected to the race of an employee on or near the employee's work area, or anywhere it is visible to that employee.

4. Preventing Sexual and Other forms of Harassment MAOF's Complaint Procedure

MAOF's complaint procedure provides for an immediate, thorough and objective investigation of any sexual or other harassment claim. Appropriate disciplinary action against one found to have engaged in prohibitive harassment will be subject to serious action that may include termination of employment. Employees who believe they have been harassed on the job, including by persons doing business with or for MAOF, should provide a written and oral complaint to the MAOF Human Resources Director as soon as possible. The complaint should include detail of incident(s), names of individuals involved and the names of any witnesses. *Supervisors and managers must immediately refer all harassment complaints to the MAOF Human Resources Director.*

All incidents of sexual or other harassment that are reported must and shall be investigated, even if the alleged victim expresses a desire that MAOF not investigate. The MAOF Human Resources Director will immediately undertake effective, thorough and objective investigation of the harassment allegations. The investigation will be completed and a determination will be made regarding the alleged harassment. The HR Director will communicate the determination to the employee(s) who complained and the accused harasser(s).

If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken. Whatever action is taken against the harasser will be communicated to the employee who complained. Independent contractors should use this Complaint Procedure for any claim of sexual or other harassment against an employee. *All employees and independent contractors should note that the failure to use MAOF's complaint procedure may result in the defeat of any claim of sexual or other harassment if litigated.*

5. False Harassment Claims

Any employee making false charges regarding claims of harassment, sexual harassment, and/or retaliation against another employee/client or anyone doing business with MAOF, will be subject to disciplinary action, which may lead to termination. *(See Section VI. Rules of Conduct, Discipline and Termination)*

6. Potential Sexual Harassment - Romantic Relationships

MAOF recognizes that employees may develop romantic or sexual relationships in the course of their employment. However, because it may affect MAOF's harassment policy and in an effort to prevent supervisory problems, favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and the **potential sexual**

harassment claims, supervisors are strongly discouraged from dating or engaging in romantic or sexual relationships with subordinate employees. However, in the event such a relationship is undertaken, the parties are **required** to disclose to the Director of Human Resources that such a relationship exists.

Based on the sole discretion of MAOF, both parties may be given the opportunity to sign and acknowledge that the relationship is voluntary and consensual. In that case, both parties will also be required to disclose to the Director of Human Resources when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to have been voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Annual Acknowledgement and Receipt of this Handbook. Co-workers are also discouraged from dating or pursuing romantic or sexual relationships with each other.

7. Potential Harassment - Employee's Requests for Favors from Clients

Officers, supervisors, directors, managers and all employees of MAOF are prohibited from requesting or accepting any type of compensation, or other terms or conditions such as, monetary compensation, sexual demands and/or gifts for special favors given to an applicant, client or another employee. Applicants, clients or employees are instructed that they must refuse such demands and report them promptly to the **MAOF President** and/or the Director of Human Resources. Any employee who is found to have obtained any type of benefit from a client, applicant, vendor or another employee for the value of any benefits, will be disciplined appropriately, including but not limited to, the value of any benefits received and will be disciplined up to and including termination. Any employee regardless of management status or employment classification, who is engaged in unlawful sexual or any kind of harassment is subject to disciplinary action up to and including termination from employment.

8. Examples of Opposition of Perceived Discrimination

Opposition to perceived discrimination includes threatening to file a discrimination complaint with the EEOC, state agency or court or complaining or protesting about employment discrimination to a manager, co-worker or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. A complaint about an employment practice constitutes **protected opposition** only if the employee communicates to MAOF in a reasonable good faith belief, that the practice opposed constitutes unlawful employment discrimination. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected opposition.

9. Anti Retaliation Policy

In accordance with applicable laws, MAOF prohibits retaliation against an employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment harassment and/or discrimination, or because of an employee's participation in an employment investigation, proceeding or hearing. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated. For the purpose of MAOF's anti-retaliation policy, all references to "discrimination" should be understood to include "harassment". MAOF will not tolerate retaliation against any individual because he or she has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. MAOF also prohibits retaliation against someone closely related to or associated with the employee exercising such rights.

Examples of retaliation include, but are not limited to, hostile conduct toward an employee who participated in protected activity, such conduct includes, but is not limited to, shunning of

employees, verbal or body language which is threatening or expresses or suggests disapproval or hostility; failure to cooperate in workplace procedures; or sudden unfounded disciplinary action not based on actual job performance. If you are unclear as to what kind of activity may be prohibited retaliation, contact the Human Resources Director immediately for more information.

10. Complaint Procedure for Retaliation

MAOF's complaint procedure provides for an immediate, thorough and objective investigation of any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination. If an employee believes that he/she has been retaliated against, because of opposition to an employment practice that is reasonably believed to be discriminatory or because of the employee's participation in a hearing or proceeding regarding alleged unlawful discrimination, the employee should provide a written or oral complaint to the Director of Human Resources as soon as possible. The employee's complaint should be as detailed as possible, including names of individuals involved, the names of any witnesses and any documentary evidence. All complaints of prohibited retaliation that are reported to management will be investigated. MAOF will immediately undertake and direct an effective, thorough and objective investigation of the retaliation allegations. At the completion of the investigation regarding the alleged retaliation the determination will be communicated to the employee who complains and to the person(s) accused of retaliation.

If it is determined that an individual has suffered adverse action in retaliation for opposition to alleged employment discrimination or participation in a proceeding related to alleged employment discrimination, MAOF will take effective remedial action appropriate to the circumstances, and will also take action to deter any further retaliation. If a complaint of unlawful retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken. Whatever action is taken against the person responsible for the retaliation will be communicated to the employee who complained.

11. Additional Enforcement Information

In addition to MAOF's internal complaint procedures regarding harassment discrimination and retaliation, employees should be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) also investigate and prosecute such complaints. The EEOC can be reached, toll free at 1-800-669 4000 and the DFEH at 1-800-884-1684. For more information contact the MAOF Human Resources Department.

M. Whistleblower Policy - Purpose

The Mexican American Opportunity Foundation Code of Ethics and Conduct requires directors, managers, department heads, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of MAOF who serve the general public, it is mandatory that all employees practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

1. Policy

It is the responsibility of all directors, managers, department heads, officers and employees to observe the high standards of the "Code" and to comply with the "**Whistleblower Policy**". The policy emphatically encourages MAOF employees to report suspected violations by other employees regardless of position status. Employees who report suspected violations by another employee shall be protected. Employees are encouraged to look out for the following violations, but are not limited to:

- Abuse of Power/Authority
- Violations of the Law

- Lying to benefit a client, gain of services or for monetary gain
- Threat of public health and safety
- Destroying MAOF documents or property
- Waste
- Deliberate Fraud
- Bribery – receiving or offering
- Kickbacks from vendors, clients or other
- Client document alterations
- Theft of any kind
- Deliberate violation of the privacy rights of client or employee
- Unauthorized removal of MAOF property without written permission
- Disclosing confidential information
- Harassment of any type
- Falsifying client or program documents
- Carrying a weapon
- Conduct unbecoming an MAOF employee
- Under the influence of an illegal substance or alcohol.
- Discrimination of any kind
- Retaliation directed at an employee, client, vendor or anyone who does business with MAOF

Actions that violate this policy or commits an action deemed unlawful or who knowingly commits an infraction or retaliates against an employee for reporting that action will be subject to disciplinary action including termination.

2. No Retaliation against the Whistleblower

An employee of any status or title, who, in good faith reports a violation that includes harassment, retaliation or adverse employment consequences, shall be protected by MAOF. An employee who retaliates against the employee who has reported a violation will be subject to discipline action up to and including termination of employment. The **Whistleblower Policy** is intended to encourage and enable employees and others to raise serious concerns within MAOF. Employees should exhaust MAOF's internal process prior to seeking resolutions outside the organization.

3. Reporting Violations under the Whistleblower Policy

MAOF's open door policy addresses and suggests that employees share their questions, concerns, complaints and/or suggestions with the Human Resource Director, who will address them properly. However if the employee is not comfortable speaking to the employee who has been designated an officer or is unsatisfied with the response given by the designated officer, the employee is encouraged to speak with someone in a higher management position or the President. The Human Resources Director or designated person has specific and exclusive responsibility to investigate all reported violations for suspected fraud or violations of this policy.

4. Director of Human Resources Role

The Director of Human Resources has been assigned to act as Compliance Officer for investigating and resolving all reported complaints and allegations concerning violations of this policy. The Human Resources Director shall advise the President and/or the audit committee with details and probable resolutions of the complaint. *The Director of Human Resources, designated to act as Compliance Officer is required to report complaints and concerns to the board's audit committee on compliance violations regarding allegations of fraud, theft or other irregularities occurring in accounting and/or program activity.*

5. Acting In Good Faith

Any employee filing a complaint concerning a violation or suspected violation of this policy must be acting in good faith and have reasonable grounds for believing the information being disclosed indicates a violation of this policy. Allegations that prove to be unsubstantiated and that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense and will be subject to disciplinary action as appropriate.

6. Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports or violations or suspected violations will be kept confidential to the extent possible and consistent with the need to conduct a thorough and adequate investigation.

7. Handling of Reported Violations

The Director of Human Resources will notify the President, the Audit Committee Chair and the sender of the complaint and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

N. INFORMATION SYSTEMS AND INTERNET POLICY

MAOF's information systems and electronic resources include but are not limited to computers, voice mail, email, blackberry, ipod, or other electronic communication equipment/gadget that may have access to the Internet and World-Wide Web, Facebook, My Space, Flickr, YouTube and other social websites. They are accessible for the use of MAOF business by employees and may be viewed, reviewed, and monitored periodically by management staff to ensure that they are being used only in the pursuit of MAOF's business. As a result, certain data is readily available to numerous employees. During the course of employment, the employee performs or transmits work on MAOF computers or other electronic resources that may be subject to the review of others. With prior written permission from the IT Director the employee may access specific files on program activity when it is deemed in the best interest of MAOF.

1. Unauthorized Review of files, dissemination of passwords, the creation or use of passwords not authorized by MAOF, damage to the systems, removal of programs or improper use of information contained in any software or other electronic technical system or application may be grounds for disciplinary action, up to and including termination. With prior written permission from the IT Director the employee may access specific files on program activity when it is deemed in the best interest of MAOF.

Installation or download of any software on to any computer without explicit written permission is absolutely prohibited, even if it is perceived to be a benefit to the employee's work. Downloads may compromise MAOF's security and present other serious problems.

2. The "Electronic Communications Privacy Act" gives the employer (MAOF) who maintains email and/or voice mail systems **the right to access those systems**. The following applies to the use by employees of MAOF's information systems, including use of the internet and World-Wide Web, email and voice mail systems, fax machines, computers, pagers, beepers and any other communication or information-transmittal device.

3. MAOF's sexual harassment, non-discrimination and solicitation policies all extend to such use of the computer. The following are examples, but not limited to:

- Use sexually suggestive computer screen savers, download or disseminate pornographic materials, or transmit/receive email messages that contain offensive or objectionable materials that are sexual in nature.
- Commercial use of MAOF's electronic communication systems directly that are not directly for the benefit of MAOF is prohibited.

- The Internet and World-Wide Web and any other electronic communication device may not be used in a manner that infringes upon patents, copyrights or licenses of others.
- No electronic communication device may be used in a manner that infringes upon the rights of others to proprietary, confidential or trade secret information.
- Such devices may not be used for any competitive purpose or any purpose that creates an actual, potential or apparent conflict of interest.

MAOF's information systems used in a manner that is disruptive and offensive to others or harmful to morale is specifically prohibited, including but not limited to the display or transmission of sexually explicit images, messages and cartoons, as well as the use of any ethnic slurs or communication that may be construed as harassment or disparagement of others. Such transmissions may be grounds for disciplinary action, up to and including termination.

4. Use of MAOF's information systems to solicit or try to convert others for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations is strictly prohibited and is grounds for disciplinary action, up to and including termination. Searches of MAOF's information systems may be conducted without advance notice in order to ensure that they are being used exclusively to facilitate transmittal of business-related information.

Employees may not duplicate software. Unauthorized duplication is grounds for immediate discipline, up to and including termination. If employees wish to keep samples of their work, they must obtain written permission from the Director of Operations and/or the President to download specific examples. Downloading may occur only in the presence of the supervisor of designee. Under no circumstances are employees allowed to keep copies of proprietary information, trade secrets, data or programs.

5. Information contained on MAOF's voicemail and emails is subject to review: MAOF may override an employee's voicemail, email and computer passwords and review the employee's messages or other data if deemed necessary and for the best interests of MAOF.

6. Access Denial. MAOF may deny any employee access to sites or functions on any of its electronic or other communications equipment on a temporary or permanent basis. MAOF communications equipment such as cellular telephones, office telephones, modems and beepers are not to be used for illegal activities, non-MAOF related business or in any way which would violate MAOF policies or procedures. Invoices, bills and other documentation related to any type of MAOF equipment are the property of MAOF. **Personal computer equipment including flash cards, ipods, lap tops or other non-work related electronics are not be permitted in the workplace or used during working hours.**

O. BLOGGING ON THE INTERNET

Blogging consists of the posting or writings or other content on a publicly available internet site by an individual. The information posted is usually written comments, but can also be/or include photographs, drawings, videos or any other graphic or audio information. Due to confidentiality laws and MAOF policy, blogging about MAOF or its officers, clients or employees is prohibited.

1. Off-Hours: Off or Away From MAOF Blogging or Other

Except as permitted by law, MAOF employees may not post by blogging, during working hours or elsewhere at any time, regarding comments that are:

- Unlawfully blogs - names of employees or MAOF
- Unlawfully discriminatory or harassing,
- Unlawfully defames or disparages MAOF's business, work product or management,
- Protected by the attorney/client privilege or work-product doctrine, or that
- Reflects a lack of professionalism as an MAOF employee.

If an employee is dissatisfied with any aspect of MAOF's operation, the employee is encouraged to bring those concerns to the Human Resources Director, so that the concerns may be addressed.

Employees have ethical and other obligations to keep confidential proprietary and other information about MAOF.

Employees violating this policy will be subjected to appropriate disciplinary action which may include termination. Accordingly, employees who have questions or are uncertain about blogging are urged to consult with the Human Resources Director.

P. WORK PRODUCT OWNERSHIP

MAOF is the owner of the work product created by all its employees, subject to certain limitations. This includes all documents and information no matter how generated or stored, audio or video recordings, computer programs, or other concepts or ideas developed for MAOF.

Q. RIGHTS TO INSPECT PERSONNEL FILE

The Human Resources Department maintains confidential personnel files for each employee. Except for background reference checks and certain other documents, files are open for inspection to current or former employees at reasonable times and reasonable intervals. Requests must be in writing unless time is of essence.

1. Response to Inquiries About Current or Former Employees

Employee personnel records are private and confidential. When a prospective employer, business, or other interested parties requests employment verification for legitimate reasons, the request for employee information must be in writing, mailed or faxed to the Human Resources Department with written consent and authorization of the employee to release current or former employment information. The request must contain the employee's signature. Without the written consent and authorization of current or former employees, response to such inquiries will confirm only dates of current or former employment and position(s) held.

The Human Resources Department will not divulge personal or employment information, verbally or by telephone or electronic equipment to any one without the prior written consent to release information from current or former employee. MAOF will not divulge or verify employees' Social Security Numbers to anyone or for any reason unless written consent from the current or former employee is obtained. The human Resources Department will only verify a Social Security Number when the written request for verification of employment is on a form that already has the employee's signature and social security number on the requesting form.

2. Personnel Data Changes

In order to maintain current and accurate employee information, it is the responsibility of each employee to promptly notify the Human Resources Department of any changes in personnel data listed below but not limited to:

- Name change
- Current mailing address
- Current email address (personal computer)
- Current telephone, cell phone and pagers number(s)
- Change in dependents
- Change in marital status
- In case of emergency -contact person name and contact information
- Educational accomplishments
- Changes in tax withholding, W-4 form
- If required, current auto insurance and driver's license

Personnel data change forms are available from the Human Resources Department.

R. RESIGNATION AND SEPARATION PROCEDURES

Resignation is a voluntary act initiated by the employee to terminate employment with MAOF. Although advance notice of termination is not required, MAOF requests consideration of at least two weeks advance written notice of the resignation date. When separation from MAOF takes place for any reason, it is the responsibility of the employee to return all property such as, key(s), supplies, cell phones, pagers, computer equipment and any item or property belonging to MAOF. When applicable, MAOF may take legal action to recover unreturned MAOF property. The employee may be asked to sign an exit form, which states that the final check has been received and that the employee has returned all property. The Human Resources Department will provide the employee with information regarding employee rights of continuation of medical benefits under COBRA.

II. EMPLOYMENT**A. EMPLOYMENT AT WILL**

Employment at MAOF is "at will" which means that either MAOF or the employee may terminate the employment relationship at any time, with or without notice and with or without cause.

B. CONDITIONS OF EMPLOYMENT

In addition to meeting required job qualifications and pending the results of the LiveScan background check, physical exam and drug screening, the following conditions must be satisfied before an offer of employment is considered final.

1. I-9 Requirement for Authorization of Employment in the United States

The Illegal Immigration and Immigrant Responsibility Act of 1996, contains significant enforcement provisions. To ensure proper compliance, all new hires must complete the Form I-9 requirements as follows:

- New hires must fully complete section 1 of the Form I-9 at the time of hire.
- Documents will be reviewed and verified. Within 3 business days from the date of hire, section 2 of the Form I-9 must be fully completed by a Human Resources representative.
- New hires without the required documents must obtain and present the Human Resources Department a receipt for replacement document(s) within three days and submit the actual documents within 90 days.
- MAOF shall terminate any employee who cannot produce the required document(s) or a receipt for replacement document(s) within the first three days of employment.

The Human Resources Department will ensure that all new hires receive a list of the appropriate documents needed for proof of work eligibility that is based on examination of documents that will verify evidence of identity and employment eligibility under penalty of perjury.

2. Pre-employment Physical Examinations – Tuberculosis, Alcohol and Drug Screening Hiring Policy

After receiving an offer of employment and prior to commencing work, applicants will be required to submit to a physical examination at a medical healthcare facility selected and scheduled by the MAOF Human Resources Department. The physical examination will include a drug and alcohol test. MAOF will not hire, subject to federal, state or local law restrictions, persons that test positive for illegal drugs as a result of the pre-employment examination. Candidates who test positive for tuberculosis may not be considered for employment if the second test or X-ray continues to test positive. The physical examination is required to determine the candidate's ability to perform job-related functions. Candidates that refuse to take the required physical medical examination or whose examinations indicate the presence of Tuberculosis, alcohol and/or illegal non-prescribed drugs shall not be considered for employment. *Files containing employees' medical information are kept separate from personnel files. Access to files is limited except with prior written authorization of the affected employee.*

3. **Fingerprints**

MAOF is an organization that provides a variety of programs for children, families and individuals. Therefore, all applicants offered positions with any of MAOF's programs will be required have a pre-employment screening and submit their fingerprints for clearance to the Department of Justice, **LiveScan Agency**, and/or appropriate State Licensing Agencies for criminal clearance. *(at no cost to the applicant)*. Clearance by the Department of Justice, LiveScan, and Licensing Agencies must be obtained for new hires (prior to employment) and continued employment for current employees. A clearance number revoked by DOJ will result in termination of employment. Reports remain the property of MAOF.

4. **Automobile Insurance/Valid Drivers License**

Employees required to operate **MAOF vehicles or their own personal automobile** as part of their job responsibilities, even if only as an incidental function of their positions, are required to comply with the following prior to operating a motor vehicle for MAOF business:

- Provide **current valid driver's license and an original DMV driving record printout** and be the sole driver of the vehicle when conducting MAOF business.
- The employee must **provide proof of current automobile insurance** prior to the first day of employment (and thereafter) and the name of the employee as a driver, the make/model/year and date of **insurance expiration and a copy of the automobile policy**.
- Employees hired for extensive business driving may be required to produce a "Certificate of Insurance" naming MAOF as an additionally insured.

Failure to comply with the above policies may result in suspension until all requirements are satisfied or may result in termination if requirements are not met. It is the responsibility of the employee to maintain updated insurance information on file.

MAOF retains the right to transfer the employee to an alternate position and/or may suspend or terminate an employee whose license has been suspended for cause or is revoked for cause, or who fails to maintain personal automobile insurance coverage. Uninsured or uninsurable will not be considered for any driving position.

C. **INTRODUCTORY PERIOD FOR NEW HIRES**

The introductory period begins on the first day of work and is completed on the 1st of the month following 3 (three) months of continuous employment. Completion of the introductory period does not create employment rights or an employment contract. During the introductory period, the employee will be evaluated periodically and assessed for levels of competency and skills related to the job duties/tasks and responsibilities required of the position that may include, but are not limited to:

- Understanding of job duties and responsibilities
- Dependability
- Productivity
- Aptitude
- Conduct/attitude
- Attendance and punctuality
- Ability to accept and respond to constructive criticism
- Relationship with co-workers and supervisors
- Professional demeanor
- Judgment and integrity

The introductory period may be extended under special circumstances when it is determined that additional training time is needed. The introductory period is not meant to alter the at-will employment relationship.

1. **New Hires**

New hires in their introductory period shall be referred to as "Introductory full-time new hires", or "Introductory full-time summer-off new hires" or "Introductory part-time new hires". Except for the PTO (Paid Time Off) benefit, full-time introductory new hires will be eligible for MAOF sponsored benefits on the 1st of the month following 3 (three) months of continuous full-time employment. *Full-time introductory new hires begin earning PTO (Paid Time Off) benefits from the first day on the job for actual hours worked.*

D. **DEFINITION OF EMPLOYEE STATUS**

1. **Regular Full-Time Employee**

A regular full-time employee is one who has completed the introductory period and who works a minimum of 40 (forty) hours per week. *Regular full-time employees begin earning Paid Time off (PTO) from the 1st day of employment based on actual hours worked. All other MAOF sponsored benefits begin on the 1st of the month, following 3 (three) months of continuous full time employment.*

2. **Regular Full-Time Summer-Off Employee**

A regular full-time summer-off employee is one who has completed the introductory period and works a minimum of 40 (forty) hours per week from the opening of the preschool center classes in September through the closing of the school year during the summer months. Regular full-time summer off employees begin earning PTO from the 1st day of employment based on actual hours worked. These employees do not earn PTO during the break in program services or for the closed period during the summer months. *All other MAOF sponsored benefits begin on the 1st of the month, following 3 (three) months of continuous employment and except for the PTO benefit, these benefits shall continue through any period of school closure.*

3. **Regular Part Time Employee (Not eligible for MAOF sponsored benefits)**

A regular part-time employee is one who is regularly scheduled to work less than 40 (forty) hours per week and has completed the introductory period.

4. **Temporary Employee/ Substitute Employee**

A temporary employee is one whose work assignment is for a limited period in cases of abnormal workloads, emergencies, special events or other program requirements. The temporary work assignment does not exceed a specific number of hours per day or specific number of days within the agreed period. Temporary employees are not eligible for MAOF sponsored benefits. Substitute employees are persons employed as substitute teachers and teacher aides in the classroom on as needed basis.

III. **EMPLOYMENT POLICIES**

A. **ATTIRE**

MAOF prides itself on being a professional organization and **encourages employees to maintain a professional image through their attire**. Therefore, all employees must observe good habits of grooming and personal hygiene. An employee's appearance is essential when representing MAOF to the business community, customers, clients, program participants, coworkers and the community at large. Therefore, each employee is expected to dress office professional or appropriate attire related to the program's needs.

1. **Suggested Attire: Male and Female**

Employees who work in an office or classroom environment or who are conducting MAOF business, working with clients and/or performing office clerical duties are required to dress neatly and appropriately. If there are questions as to what constitutes proper attire within a given department, the supervisor or the Human Resources Department should be consulted. Proper attire should be appropriate to the program's needs. Business attire and business casual is preferred for office personnel.

2. Attire Not Appropriate and Items That Maybe Considered Unsafe

Some examples of attire that are not appropriate or in good taste are: oversized pants with heel drag or low-waist blue jeans, hoodys, emblem sweatshirts, tight t-shirts, backless tees, micro mini skirts, shorts, tights or evening attire. Items considered unsafe in the workplace are: extremely high heels, thong flats/flip-flops, and backless footwear. Also not permitted are sneakers, unless it is for an MAOF special occasions for employees.

3. Facial or Body Piercing

By EEOC law MAOF has the right to **not permit facial or body piercing, such as, eyebrow rings, lip rings, nose rings, tongue facial/nose studs, body rings and ensure that offensive or visible tattoos must be covered**. Body or facial piercings are not professionally appropriate and will not be permitted. Visible offensive tattoos and hickies are not professionally appropriate for the workplace. Employees may be subject to disciplinary action for violating this policy.

4. Casual Fridays

MAOF has allowed casual attire on Friday's. Casual attire means that the employee may dress in jeans that are clean, **not** torn, **not** dragging at the heels, non-emblem t-shirts, no sneakers, thong flats/flip-flops or attire that is extreme and non-professional casual. Employees will be sent home in violation of this policy and may be docked. Repeated violations will be subject to disciplinary action and may lead to termination. *MAOF assumes that each employee will, at all times, practice good grooming and cleanliness and that all attire is clean, neat and professionally presentable.*

B. OVERTIME – NON-EXEMPT EMPLOYEES

MAOF prohibits non-exempt (hourly) employees from working more than eight (8) hours per day or 40 (forty) hours per week. All overtime for non-exempt hourly employees is prohibited. Failure to comply with this policy may result in disciplinary action.

C. POLITICAL ACTIVITIES

Prohibited Actions:

At no time shall any MAOF employee who is given permission to engage in campaign activities on behalf of another person seeking elective public office, use his or her position with MAOF or allow others to use his or her position with MAOF, in any way which might indicate that the agency or affiliate supports any person's campaign or endorses any person's election. No monies shall be paid or incurred by MAOF to influence the selection of candidates or the outcome of any election for elective public office. No MAOF facilities shall be used in any manner which would directly or indirectly benefit any candidate for elective public office. Specifically, and without limiting the foregoing, MAOF shall **NOT:**

- Participate in any campaign on behalf of or in opposition to any person who is a candidate for elective public office.
- Issue any statement orally or in any news release, endorsing or commenting on an election or candidate for elective public office.
- Use or permit its employees to use MAOF funds in connection with campaign or candidate for elective public office.
- Use or permit its employees to use MAOF funds in connection with any candidate for appointive public office.
- Use or permit its employees to use the MAOF facilities, including office space, office machines, services, telephone, supplies, mailing facilities, staff, or its name or acronym in connection with any election or candidate for elective public office.
- Permit any MAOF employee to devote any time during working hours or while on MAOF property to any activities in connection with any election or candidate for elective public office.

D. AUTHORITY TO COMMIT MAOF

No one who is **not** specifically authorized to do so may make any commitment regarding MAOF, in any manner. Unless prior written authorization from the President and/or designee is obtained no one is authorized to perform acts which include, but are not limited to the following:

- Execution of contracts
- Purchasing
- Opening credit accounts
- Soliciting credit
- Soliciting contributions and/or donations
- Entering into any type of agreement
- Use of MAOF's name for personal gain.
- Communication with the media. *Unless authorized by the President, employees do not have authority to issue press releases or give opinions/statements regarding MAOF or provide MAOF program information to the newspapers, television or radio in their official capacities. All media inquiries must be referred to the President's office.*

E. CHILD ABUSE REPORTING REQUIREMENT

An employee who has knowledge of, or observes a child being abused and/or reasonably suspects that the child has been a victim of abuse, is **MANDATED BY LAW** to report the known or suspected abuse to a **CHILD PROTECTIVE AGENCY**. The Supervisor or Director of Operations must notify DPSS immediately or as soon as possible, by phone, followed by a written detailed report and within 36 hours of the incident or of receiving information regarding child abuse. If the alleged abuser or if the complaint is against an MAOF employee, that employee shall be suspended for a period of up to five days, or until the investigation is completed.

F. OUTSIDE EMPLOYMENT

It is not the desire of MAOF to interfere with outside activities or interests of the employee. However, no employee should engage in outside activities or employment that could potentially lead to conflicts of interest or have an adverse impact on performance or MAOF program goals.

G. EMPLOYMENT OF RELATIVES

For the purpose of this policy, relatives are defined as father, mother, brother, sister, daughter, son, husband, wife, registered domestic partner or child thereof, step-mother, step-father, step children, mother in-law, father in-law, daughter in-law, son in-law, uncle, aunt, nephew, niece, grandmother, grandfather, grandchild step grandparents and co-habitants. If an MAOF contract defines relative in a different manner, the contract definition will apply and take precedence.

MAOF will not transfer or promote relatives of its employees to positions in which one relative would supervise the other, or when security, morale or confidential information may be compromised.

H. USE OF MAOF PROPERTY – VEHICLES AND EQUIPMENT

When using MAOF property such as vehicles, power tools, machinery, or other equipment to conduct MAOF business or perform repair/replacement or maintenance services, employees are expected to exercise care and follow safety standards and guidelines. Employees who operate MAOF owned vehicles are expected to maintain a good and safe driving record. Excessive driving or parking citations may require disciplinary action and/or revoking driving privileges.

Maintenance of all MAOF vehicles is the responsibility of the assigned employee-driver and must be consistent with each vehicle's warranty. To prevent deterioration of property, it is the responsibility of the employee to report damaged or defective equipment, tools or machinery to their supervisor. Negligent use of any equipment may result in disciplinary action leading to termination.

I. MAOF (GLOBAL) CELL PHONE AND THE USE OF PERSONAL CELL PHONE

Employees who are provided an MAOF cell phone must use the phone for business-related purposes only. However, employees may use the phone for personal emergencies. Other personal use is prohibited. **In the interest of safety**, MAOF employees operating a vehicle for MAOF business are prohibited from using cell phones while driving. MAOF cell phone users may use a "hands-free" device and/or safely pull off the road before conducting company business. Under no circumstances should the employee place phone calls while operating a company motor vehicle or operating a motor vehicle while driving on company business or company time. **MAOF cell phones and pager invoices are monitored regularly. Personal cell phones/pagers must remain turned off while working to avoid un-necessary interruptions.**

J. **SAFETY**

Every effort will be made to provide a safe and healthy working environment. MAOF encourages employees to report existing health and safety hazards including suspected work place violence to their supervisor and/or the Human Resources Department. Employees are responsible for maintaining their work area free from hazardous obstacles that may cause injuries or accidents or pose any form of health or safety risk. The Human Resources Department shall assign Safety Coordinators for each site that will assist in prevention of injury or illness and will take all necessary precautions to eliminate known hazards from the workplace. The Human Resources Department will provide each employee with a written illness and injury prevention plan for review.

Some of the best ideas and tips come from employees themselves for the improvement of workplace safety. For this reason, each employee is encouraged to become involved in the MAOF safety program. Due to the diversity of MAOF projects, each program has their own set of safety rules and conduct safety training pertaining to their specific safety rules as often as needed. To comply with the safety program **IMMEDIATELY REPORT** all accidents, injuries and potential hazards to the immediate supervisor or the Human Resources Department. To comply with safety policies, supervisors and the Human Resources Department must be made aware of **Repetitive Motion Injuries (RMI's)** and of any ergonomic needs in relation to their job function and work environment.

K. **ZERO TOLERANCE POLICY FOR WORKPLACE VIOLENCE**

Statement of Policy

Workplace violence is violence or the threat of violence against employees. It can occur outside of the workplace and can range from threats and verbal abuse to physical assaults and homicide. However it manifests itself, workplace violence can strike anywhere. MAOF recognizes that violence in the workplace is a growing nationwide problem necessitating a firm considered response by MAOF. The costs of workplace violence are great, both in human and financial terms. Therefore, MAOF has adopted this zero tolerance policy for workplace violence. **The safety and security of the MAOF employees is of vital importance.** Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect MAOF or its employees or which occur on MAOF property or during work hours will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the operations of MAOF, including, but not limited to MAOF personnel, contract and temporary workers and anyone else on MAOF property.

Violations of this policy by any individual on MAOF property or by any individual acting as a representative of MAOF while off MAOF property or by any individual acting off MAOF Property when his or her actions affect the business interests of MAOF will lead to disciplinary and/or termination and/or legal action as appropriate.

1. **Definitions:**

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her

family, friends and/or property such that employment conditions are altered or hostile, abusive, or intimidating work environment is created for one or more MAOF employees.

Examples of Workplace violence include, but are not limited to, the following:

- **Threats** or acts of violence occurring on MAOF premises, regardless of the relationship between MAOF and the parties involved in the incident.
- **Threats** or acts of violence occurring off MAOF premises involving someone who is acting in the capacity of a representative of MAOF.
- **Threats** or acts of violence occurring off MAOF premises involving an employee of MAOF if the threats or acts affect the business interests of MAOF.
- **Threats** or acts of violence occurring off MAOF premises of which an employee of MAOF is a victim if MAOF determines that the incident may lead to an incident of violence on MAOF premises.
- **Threats** or acts resulting in the conviction of an employee or agent of MAOF, or of individuals performing services for MAOF, on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of MAOF.
- **Threatening** physical or aggressive contact directed toward another individual.
- **Threatening** an individual or his/her family, friends, associates or property with physical harm.
- The intentional destruction or **threat of destruction** of MAOF or another's property.
- **Harassing** or threatening phone calls.
- **Surveillance**
- **Stalking**
- **Veiled threats** of physical harm or intimidation.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

2. Enforcement

Any person who engages in a threat or violent action on MAOF property may be lawfully removed from the premises as quickly as safety permits and may be required, at MAOF's discretion, to remain off MAOF premises pending the outcome of a lawful investigation into the incident.

When threats are made or acts of violence are committed by an MAOF employee, a judgment will be made by MAOF as to what actions are appropriate, including possible lawful action, medical evaluation and/or possible disciplinary action. Once a threat has been substantiated, it is MAOF's policy to put the threat-maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

Under this company policy, lawful decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing MAOF policy or procedure should be interpreted in a manner that prevents the above from occurring.

3. Restraining Orders - Temporary and Permanent

Any employee who applies for a temporary or permanent protective or restraining order which lists any MAOF location as a protected area must provide to the Human Resources Director a copy of the petition and declarations used to apply for the order. Any employee who obtains a temporary or permanent protective or restraining order which lists any MAOF location as a protected area must provide to the Human Resources Director a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of MAOF employees and MAOF.

4. Policy Procedure

It is therefore essential that every employee understand the importance of workplace safety and security. **Employees who violate** this policy or any of its terms or who engage in, or contribute to, violent behavior, or who verbally or physically threaten others with violence will be subject to severe disciplinary action and or termination and/or legal ramifications.

5. **Workplace Violence Types** can be divided into three major types. In each type, a person or "agent" commits a violent act. Some occupations or workplaces may be subject to more than one type of violence. If an employee recognizes any of the **types "agents"** listed below, notify your supervisor or management immediately.

- **Type I** –The "**agent**" has no legitimate relationship to the workplace and usually enters the workplace to commit a criminal act. (*Looks and acts suspicious*)
- **Type II** – The "**agent**" is either the recipient or the object of a service provided by MAOF or the victim. This type includes current and former clients, customers or persons who have been denied services; and (*Usually loud and irate with an erratic and undisciplined manner*)
- **Type III** – The "**agent**" has an employment-related involvement with the workplace. Usually this involves an assault by the current or former employee, supervisor/manager, a current or former spouse or lover, a relative or friend, or another individual who has a dispute with an employee or MAOF. (*Erratic behavior*)

DO NOT TAKE ANY ACTION THAT MAY JEPORDIZE YOUR SAFETY OR THAT OF OTHERS.

L. **SECURITY RISKS AND GUIDELINES**

In order to promote compliance with this policy and maximize efforts to provide a safe and secure workplace, MAOF shall make it mandatory that each employee wear their electronic swipe badge with the identification picture all times during work hours. MAOF has established security measures and practices. It will also provide program personnel to train and retrain employees as appropriate. Verbal or physical threat of violence must be treated seriously and reported to the supervisor and the Director of Human Resources. The Director of Human Resources will take action and consult with the appropriate resources and witnesses and take corrective action. Workplace security risks should immediately be reported to the supervisor(s) and the Director of Human Resources.

1. **Security Guidelines**

MAOF is requesting that all employees assist in maintaining a secure workplace. Every employee has the responsibility to:

- **Guard against** theft by not placing valuables in an area that may be accessible to theft.
- **Be alert** for unfamiliar persons loitering near or around the workplace or work areas and/or who has no apparent business on the premises.
- **Safeguard** all confidential client and employee information and confidential materials and memoranda in a secure and to ensure that all files are locked, especially at the end of each workday.

2. **Visitors In the Workplace**

To provide additional safety in the workplace, it is mandatory for **all visitors, volunteers participants, program clients, vendors or guests, to sign in with the receptionist. A Visitor's Pass** will be provided to the individual. The purpose of this policy is to facilitate security screening of persons entering and to protect program participants/children and employees and other individuals from potential workplace theft or violence.

- All employees should be alert and report any suspected concerns to the supervisor, department manager or the Human Resources Department.
- Visitors will be directed to the assigned waiting area during their visit to MAOF. Unless authorized, visitors will not be allowed to enter program offices where MAOF business is conducted. Employees may visit with their guest in the patio area.

- Notify the supervisor or a member of management regarding unknown roaming persons or visitors with no apparent purpose. Unknown persons or visitors will be requested to leave the premises if they have no known business with MAOF.

IV. HOURS, COMPENSATION AND TIME KEEPING

A. HOURS OF WORK

Regular full-time employees normally work eight (8) hours per day, Monday through Friday. The workday for employees is from 8:00 a.m. to 5:00 p.m., with one (1) hour for lunch. In some cases morning start times will coincide with the opening and closing of each program's daily schedule requirements. Therefore, staggered start times for some employees will prevail in childcare centers only.

B. LUNCH/MEAL PERIODS

The meal period for most employees is normally from 12:00 p.m. to 1:00 p.m. or from 1:00 p.m. to 2:00 p.m. The meal period is unpaid and must be recorded out and in on the employee's **electronic swipe-card**, unless using another method of recording the meal period out and back in for the meal period, the meal period must be recorded every workday regardless of method used.

Employees working in child care centers or departments that are open to clients during the lunch/meal period will take lunch at staggered times for the purpose of maintaining the teacher to child ratio in the classroom or providing the clients access to services.

C. REST PERIOD

Employees must take two paid rest periods per workday, insofar as practicable in the middle of the first four hour workday and in the middle of the second four hour workday. The period time consists of ten (10) minutes within a four (4) hour work period. This amounts to two (2) rest breaks for each eight (8) hour shift. Employees working in child care centers or departments that are open to clients will take rest periods at staggered designated times for the purpose of maintaining the teacher child ratio in the classroom or providing the clients access to services. Rest period shall not be taken to extend the lunch period or for late arrival to work or to leave early at the end of the workday. Employees on a rest break are not allowed to leave the work area during rest periods.

D. TIME KEEPING BADGE – EZLABOR – ELECTRONIC IDENTIFICATION SWIPE-CARD

Electronic identification - swipe cards replace time-cards and timesheets.

All nonexempt employees are required by law to record their working hours. An electronic Identification **Swipe-Card** is provided for each employee regardless of position classification. Employees must use the electronic identification swipe-card according to the instructions given when the swipe-card is issued to the employee.

Employees are required to clock in/out at the appropriate start and end time of their shift daily, as well as the beginning and ending time of each meal period. The electronic identification swipe card records the time **IN** at the start of each workday and records the time **OUT** at the end of the workday. For **nonexempt** employees the swipe card will record the time **OUT** for meal and for rest periods and record the time **IN** from the meal and rest periods. *Occasionally, when the electronic system is not functioning appropriately, employees will be required to use a sign in/out sheet that is provided by MAOF. Any errors on an employee's time keeping system must be documented appropriately and reported immediately to the supervisor.*

1. Time Keeping Badge-Electronic Identification Swipe-Card Usage

Failure to use the electronic swipe card to time in or out as required for each workday or as intended may result in payroll discrepancies. The procedures must be followed to avoid disciplinary action.

- Employee's signature (in ink) is required to process the timesheet summary report as the payroll department will not approve for ADP payroll check without the employee's signature.

The timesheet summary report must show PTO days taken for that pay-period. (see PTO benefit policy under section V. Employment Benefits) Timesheet summary must be submitted to the Supervisor for verification and signature.

- Supervisor's signature is required on the employees timesheet summary reports as confirmation of the hours worked, PTO days taken, or if on other type of authorized leave, or on suspension, or has been away from work for other reasons. Payroll checks will not be processed without complete recorded information. All original timesheet summaries and pertinent documents must be submitted to the payroll department in a timely manner for payroll processing.
- Misuse of the Electronic Identification Swipe-Card is a major violation, leading to disciplinary action and/or termination. Violations include but not limited to;
 - ✓ Timing-in or timing- out for another employee,
 - ✓ Failure of nonexempt employees to use the EZlabor Swipe-Card for timing-in and/or timing-out for lunch periods and rest periods or timing-in or out at the start of the workday or at the end of the workday on a consistent basis.
 - ✓ Defacing the Electronic Swipe-Card.
 - ✓ Falsifying hours worked, or not recording PTO or failing to submit other pertinent attachments to the timesheet summary.
 - ✓ Failure to notify the supervisor of overpayment on payroll check.

2. Verification of Hours Worked Requirement

Supervisor shall review, substantiate actual hours worked, approve and sign the timesheet. The timesheet must have appropriate attachments to be submitted. Forms required are; excuses for tardiness, absences or leaving prior to the end of the workday, PTO leaves and pertinent documentation that may alter, correct or change the hours worked. Signature of employee is required prior to submitting to the payroll department.

3. Altering Hours Worked

Altering of hours worked is a major violation whether altered by the employee or by another person. Should there be a necessity to alter the hours worked, justification of the change of hours must be submitted with the payroll reports. Altered hours run the risk of nonpayment of hours.

E. ELECTRONIC IDENTIFICATION SWIPE-BADGE POLICY

The electronic identification swi-pe-bad-ge is a hard plastic card (the size of a debit card) that has been embedded with an electronic chip. This swi-pe-bad-ge will have all the necessary information to identify each individual employee for time and attendance and will be used for entering MAOF sites and gated parking areas.

The electronic identification swi-pe-bad-ge will also allow the employees to enter their program offices and department area offices to which they are assigned. Some employee will have limited access to other offices or areas of the MAOF building. Certain employees will have total access to all sites, buildings and gated parking areas.

It is a mandatory policy that ALL employees wear the "electronic identification swi-pe-bad-ge" at all times, while on the job. The Electronic Identification Swi-pe-Bad-ge system is personally coded for each employee and serves to identify each employee while providing measured protection against unauthorized persons from entering designated secure work areas. The system is effective only if there is active cooperation by all employees, at all times. Any laxity of this policy will subject the entire system to failure. Electronic access only: MAOF Montebello Facility: offices, certain departments, and gated parking structure.

1. Purpose: Electronic Identification Badge

The purpose of the electronic swipe badges is to make every effort to maintain safety for the employee and security of MAOF buildings, departments and offices from unauthorized persons who may have intentions that may be questionable.

The other purpose is to use the badge system to be a tool used for the ADP payroll systems. The Human Resources Department will schedule a time for picture taking and issuance of the electronic identification swipe-card with a written acknowledgement from the employee that he/she has read and understands the Electronic Identification Swipe-Card Policy. The electronic identification swipe-badge policy includes, but is not limited to:

- Swipe-badges must be prominently displayed on the employee at all times while on the job;
- The swipe-badge will be used to identify the employee when entering offices, building entrances and gated parking areas; and
- The swipe-badge will identify the employee when used to **validate the employee's time and attendance each day for ADP payroll systems.**

Consistent failure to comply with this policy will result in disciplinary action. Failure to use the swipe badge for recording time and attendance may result in payroll check delay. Unauthorized use of another employee's electronic identification swipe-card will result in disciplinary action leading to termination.

2. Maintenance- Electronic Identification Swipe-Badge/Time Keeping Badge

Electronic Identification swipe-badges will be provided by the Human Resources Department who is solely authorized for the maintenance and control of all employee electronic identification swipe-badges. The Human Resources Department will issue badges for all new employees at no cost.

3. Lost Swipe-Badge Cards/Time Keeping Card

To maintain the integrity of the electronic identification swipe-badge card, the lost cards must be immediately reported to supervisor or department manager who will make a **formal written report** to the Human Resources Department for **deactivation** of swipe badge, and to submit a request for the replacement of the employee's new electronic identification swipe-badge. The employee will be responsible for the cost of replacement which will be at the current cost payable upon receipt of the replacement card or written approval from the employee for payroll deduction.

3. Replacements

Should the employee's badge become damaged, lost, misplaced, stolen or the appearance of the card or picture of employee is defaced in any way, it is the responsibility of the employee to report the incident to their immediate supervisor as the swipe badge must be deactivated. In order to obtain a replacement badge the supervisor must submit a completed form to the Human Resources Department. Should replacement become a pattern of disregard or carelessness within a twelve month period, the consequences of this action will be followed by disciplinary action.

F. COMPENSATION

Salaries and wages are based on job classification and salary step schedules set by a contract's budget or the Union Agreement.

1. Salary/Wage Increases

Salary and wage increases are subject to current approved contract's line item budget costs and the approved budget salary step plan schedules. Recommended salary increases must have final written approval of the President.

2. Payday

Payday is on the 8th and 23rd of each month (semi-monthly). The payroll period of each month begins on the 1st and closes on the 15th of the month. When a pay-date falls on Saturday or Sunday the paychecks will be issued accordingly.

3. Issuance of Payroll Checks

Payroll checks will be issued only to employees. Employee must sign and acknowledge receipt of payroll check. In an emergency, the payroll check may be issued to a designee if a written authorization from the employee is received.

G. PAYROLL TAXES: MANDATORY WITHHOLDING and VOLUNTARY DEDUCTIONS

- **FICA - Federal Insurance Contribution Act - Mandatory**

This is a mandatory withholding from a pay-check as the employee's contribution for social security, disability and Medicare benefits. **MAOF contributes an equal portion of the employee's FICA payroll deduction.**

- **SDI-State Disability Insurance - Mandatory**

This is a mandatory withholding from a pay check up to the annual maximum amount set by the State of California.

- **SDI-FTDI -Family Temporary Disability Insurance - Mandatory**

Each employee is required to have withheld an amount out of each pay check up to the annual maximum amount set by the State of California.

- **Federal and State Income Tax Deductions - Mandatory**

Federal and State income tax withheld from each employee's payroll check is determined by the number of dependents and/or exemption allowances stated on the IRS-W-4 Form, Employee Withholding Allowance Certificate.

- **Other Mandatory and Voluntary Payroll Deductions**

Certain paycheck deductions may be authorized in writing by the employee. Others may be mandated by court order or union agreement.

- ✓ Mandatory - Monthly union dues and approved assessments from payroll deduction.
- ✓ Voluntary - Monthly, employee portion of the Health (only) Insurance Premium
- ✓ Voluntary - Charitable contribution pledges
- ✓ Voluntary - 403(b) Annuity Benefit Plan Contribution
- ✓ Voluntary - Dependent Medical Insurance Premiums
- ✓ Mandatory - Court Wage Assignments. *Court wage garnishments are a legal levy by a creditor against the employee's wages. MAOF is required by Law to honor and fulfill garnishments. The impacted employee is notified immediately when a wage Garnishment is received. It will be the employee's responsibility to collect from the organization any overpayment or pay to the organization any short payment that may result.*

H. ABSENCES AND TARDINESS

1. **Absence** is a failure to report to work on a day that was not previously authorized as a PTO day. All employees are expected to be on the job at the start times scheduled for the work day and leave at the scheduled stop times at the end of the workday. Regular attendance of all employees is important to the program's operation. When an employee is absent or tardy this action places undue stress on the program and the employees in attendance.

- **Absence of any kind requires notification** by the employee within one hour of the start of the workday. Notification may be by telephone to the employee's supervisor and/or the Human Resources Department. The absence will be logged as an unauthorized absence if the employee fails to comply with the notification policy.
- **Emergency absence** is an absence that requires the employee to be away from work to take care of a legitimate emergency. Notification requirements must be adhered to indicating the expected date of return to work. If the employee has PTO accrued, it shall be applied to the time off.
- **Absence without notification:** If an employee is absent without notification for two consecutive workdays, it will be deemed that the employee has voluntarily terminated employment. Rehire may not be considered.

If the employee's PTO has been exhausted, MAOF may consider granting unpaid leave under certain conditions when the absence is for one or more days or if it is required by law. However, if the employee has accrued PTO it must be used for the leave. If the absence exceeds accrued PTO, the employee will be docked and the absence may be listed as unauthorized and deemed as self termination unless other forms of leave are arranged and authorized.

2. **Tardiness** is a basic indicator of the employee's performance. **Tardiness** is whenever the employee is unable to report to work at the scheduled start time. It is the responsibility of the employee to notify the supervisor of the expected time of arrival as soon as possible, preferably prior to the start time. **Employees shall not be permitted to use PTO for lateness/tardiness. There shall be no leeway for tardiness. The employee shall be deemed tardy when the electronic swipe card reads on minute after the scheduled start time. It is not acceptable to make up tardiness time during the rest and meal periods or at the end of the scheduled workday. Tardiness will be docked. Disciplinary action will occur for excessive or frequent tardiness.**

V. EMPLOYEE BENEFITS

A. MAOF SPONSORED BENEFITS

1. Policy Requirements for Domestic Partners Benefits

MAOF grants employees who are registered domestic partners all of the rights, protection and benefits for which they are eligible under California law. To legally establish a **Registered Domestic Partnership** both must file a **Declaration of Domestic Partnership** with the Secretary of State pursuant to Family Code Section 297. Verification of registered domestic partnership status may be required upon election benefits for registered domestic partners; to the same extent verification of status is required for election of benefits for spouses.

2. State Sponsored Benefits Family Temporary Disability Insurance (FTDI) or Paid Family Leave (PFL)

The paid family leave is a California State-mandated wage replacement benefit and is administered by the California Employment Development Department (EDD). FTDI Paid Family Leave gives workers a partial reimbursement of their pay for up to six weeks during any 12 month period. **The law does not create a new right to a leave of absence**, but rather provides pay for the time an employee is off work for a covered reason such as, to bond with a new child by birth, adoption or foster care or for a seriously ill parent, child, spouse, registered domestic partner, or child of a registered domestic partner.

Paid Family Leave runs concurrently with FMLA (Family Medical Leave Act) leave and California's FMLA counterpart the CFRA (California Family Rights Act) leave. There is no guarantee of reinstatement after taking Paid Family Leave. For more information contact EDD for a brochure or visit www.edd.ca.gov

3. Disclaimer- Discontinuance of MAOF Sponsored Benefits

MAOF reserves the right to change, modify, amend and/or discontinue MAOF sponsored benefits currently offered to eligible employees at its sole discretion. MAOF's right to make these changes is not limited by the employee's length of service, or by the employee's reliance on the availability of these benefits in deciding whether to accept, continue or retire from employment with MAOF. Upon discontinuance or modification of any one or all MAOF sponsored benefits, employees shall be notified in writing.

4. Eligibility for MAOF Sponsored Benefits

All full time employees, and upon completion of the introductory full time new hire period, will become eligible for MAOF sponsored benefits on the **1st of the month following 3 months of**

continuous full time employment. Benefits are medical, dental, vision and life insurance. The benefit also includes the **paid holidays** listed below. In addition at such time such employees will become eligible for participation in the **403(B) Tax Shelter Annuity Benefit Plan.**

5. Continued Benefit Coverage for Regular Full-time Summer-Off Employees during Mandatory Layoff Periods – Summer and other Closures

Eligible employees who are considered regular full-time summer-off employees and who became eligible for MAOF sponsored health benefit plan on or before July 1st (prior to the mandatory summer closing); will remain active on the medical plan during summer layoff periods. **MAOF will continue to pay 100% of the premium.** Regular Full-time summer-off employees who are **not eligible** for MAOF sponsored benefits on July 1st, (prior to layoff) will be given credit for the time worked prior to July 1st and will continue toward eligibility upon return to work, and until the three months of the continuous employment condition is met.

6. Dependent Coverage – Medical Health Plan

Dependent coverage, including spouse and registered domestic partners coverage is available to eligible regular full time and regular full-time summer-off employees for the enrollment of their dependents in the health plan in accordance with the terms and conditions of such plans. Employees are responsible for 100% of the current monthly premium plus 2% for administrative costs. Unless other arrangements are made the monthly premium payment shall be withheld from the employee's payroll check once a month. **Summer off employees with dependent coverage who are off during the summer shall make premium payments by the 5th of the month in which leave began to remain in effect during the summer hiatus.** **Employees should always verify eligibility for benefits before undergoing any medical treatment to ensure that the benefits are in effect. To obtain forms, benefit information, or to report change of address, marital status or changes in dependent coverage, contact the Human Resources Department.**

7. Employees Not Eligible for MAOF Sponsored Benefits

Part time employees are not eligible for MAOF sponsored medical health benefits. **Exception:** a part time employee reassigned to a full time position becomes eligible for benefits on the 1st day of the month following the reassignment to full time employment on the condition that the employee has complied with the three (3) months of continuous employment prior to reassignment to full time.

B. MEDICAL HEALTH BENEFITS WHILE ON APPROVED LEAVE OF ABSENCE

Employees on leave under FMLA (Family Medical Leave Act of 1993), CFRA (California Family Rights Act) or PDL (Pregnancy Disability Leave) shall have all medical benefits in effect through the leave but not to exceed the required approved duration of the leave. **Coverage for dependents** during such leaves is conditioned on payment of the premium obligation for such coverage, either by continued payment during the leave or by other arrangements made prior to the leave. *Should the leave exceed the required duration see Health Plan-Continuation Benefits, under Section V, item D. See Leave of Absence, Section IX for further information on "Family and Medical Leave (FMLA)," "California Family Rights (CFRA)," "Pregnancy Disability Leave PDA."*

1. Employees on Approved Non-Medical or Non-Occupational Leave or Terminated from MAOF

Coverage for medical/health plans for employees who are on approved non-medical leave or have terminated or separated from MAOF will remain in effect on the health plans **only to the last day of the month in which the non-medical approved leave began or the last day of the month in which the separation from MAOF took place.** (See continuation policy under Section V., Health Plan-Continuation Benefits, and item D.) (Continuation premium payments are expected by the 25th of each month prior to remain in effect on the 1st of the month).

2. Dependent Coverage – While on Leave Coverage of dependents under medical health plans will remain in effect **only** to the last day of the month in which the approved non-medical leave

began or in which the employee was separated from MAOF. (See continuation policy under Section V., Health Plan-Continuation Benefits, and item D.)

C. MEDICAL HEALTH BENEFITS - TERMINATED EMPLOYEES

Medical health/dental/vision and life benefits will remain in effect only to the last day of the month in which the termination took place, except with respect to health/dental/vision benefits continued pursuant to COBRA. (See continuation policy Section V. Employee Benefits, D., and Health Plan – Continuation of Benefits Policy.)

D. CONTINUATION OF HEALTH BENEFITS FOR QUALIFIED DEPENDENTS, BENEFICIARIES OF TERMINATED OR SEPARATED FROM MAOF EMPLOYEES UNDER COBRA

Options for continued health insurance coverage under COBRA are available for eligible beneficiaries in the event of the employee's resignation, reduction of work hours, layoff, termination, approved non-medical leave or failure to return to work at the expiration of FMLA/CFRA leave or PDL (pregnancy disability leave). To be considered a qualified eligible beneficiary under COBRA, the individual and dependent must have been covered under the plan on the day of the qualifying event. Continuation of medical/health benefit plan coverage will be offered to all eligible employees and dependents entitled to COBRA continuation coverage. The cost of the monthly insurance premium for continuation of any or all of the plans will be at current rate, plus 2% administrative costs.

Additional information regarding COBRA continuation coverage is provided in the summary descriptions of the medical/health plans. The length of coverage under COBRA, and the deadline for election of COBRA coverage, the amount of the COBRA premiums and payment requirements, and a full clarification of laws under the continuation provisions will be provided in a written notice to the individual and eligible dependents at or shortly after the time the qualifying event occurs.

Coverage may be suspended pending election and payment of the initial COBRA premium accordingly, prompt election and payment of the initial COBRA premium is recommended in order to avoid a suspension in coverage under the medical/health plans.

E. MEDICAL BENEFITS FOR EMPLOYEES RETURNING TO REGULAR FULL-TIME EMPLOYMENT FROM NON-MEDICAL APPROVED LEAVE

1. Reinstatement-Medical Benefits for Eligible Full Time Employees

Upon return to regular full time employment from an approved non-medical leave of absence and within the approved allotted time, employees covered under MAOF sponsored medical benefit plans at the time the leave began will have MAOF sponsored medical benefits reinstated on the 1st of the month following the date of return to work. The approved leave must not extend beyond the approved time of return. To return to work one or more day later than the allotted approved time may affect the employment and employee's medical benefit status.

2. Reinstatement of Dependent and/or Spouse/ Registered Domestic Partner Benefits

Medical-health benefits for dependents including spouses and registered domestic partners covered under the plans prior to an approved non-medical leave will be reinstated the 1st of the month following the date of the employee's return to work. Premium must be satisfied prior to the reinstatement to be eligible for coverage and must be paid prior to the 1st of the month. (See E. 1. policy is applicable to dependents.)

F. EMPLOYEES RETURNING FROM ANY TYPE OF LEAVE BEYOND THE APPROVED RETURN DATE

Employees returning from any type of leave that was extended beyond the approved date or when a medical certificate is required to return to work and fail to provide doctor's certificate, may jeopardize the employment and medical benefits of the employee and may be subject to the MAOF new hire eligibility requirement. (See section V., Benefits, A.1. and Health Plan - Continuation Benefits, D.)

G. PTO (PAID TIME OFF) BENEFIT POLICY

MAOF has established a Paid Time Off policy ("PTO"). This benefit plan is for eligible regular full-time and regular full-time summer off employees. The PTO benefit plan is designed to provide a period of one or more days away from work without loss of pay or benefits. PTO hours are accrued on the basis of actual hours worked. Employees on unpaid leave of any kind, or days that have been docked or an approved leave without pay do not accrue PTO. The PTO shall be exhausted first, before any unpaid leave takes place.

1. Eligibility for PTO (Paid Time Off) Benefits

Regular full-time and regular full-time summer-off employees and full time new hires **earn PTO from the 1st day of employment based on actual hours worked.** The hire date is known as the "**Anniversary Hire Date**". The anniversary hire date is the date on which the employee begins to accrue PTO.

Employees who work the summer-off per year cycle and whose program closes for two weeks in December and one week for the Spring holiday and are on inactive status for the summer months, do not earn PTO while not working because of program closure or inactive status. These employees resume accruing PTO upon return to work. For the summer-off employees, any balance remaining in their PTO account will be paid to them at the time of closure for the summer months. Upon return to work from summer off the employee resumes accruing PTO for actual hours worked.

2. PTO Accruals-Regular full-time and regular full-time summer-off employees, with less than (5) years of continuous employment may earn PTO in the following manner:

Up to 120 hours (15 days) of PTO may be earned based on actual hours worked from the first day of employment and up to the beginning of the 6th year of employment. PTO is earned, accrued and vested at the rate of 0.0577 per each actual hour worked. This equates to the 120 hours that can be earned within a twelve-month period. Calculations are based on 2080 of actual hours worked in a twelve-month period from the anniversary hire date. PTO can be taken only after it is earned. As the PTO hours are earned, they are logged and will accrue until taken up to a certain maximum (see below). Employees will not have a choice of taking unpaid time off as long as the accrual of PTO is available.

3. Regular full-time and regular full-time summer-off employees, with over five (5) years of continuous employment may earn PTO in the following manner:

Up to 160 hours (20 days) of PTO may be earned from first day of the 6th year of employment. PTO is accrued at the rate of 0.0769 per each hour worked. This equates to the 160 hours that can be earned within a twelve-month period. Calculations are based on 2080 hours of actual hours worked in a twelve-month period from the anniversary hire date. PTO can be taken only after it is earned. The employees' twelve-month cycle begins at the anniversary hire date. As the PTO hours are earned, they are logged and will continue to accrue up to a certain maximum (see below) until taken. Employees will not have a choice of taking unpaid time off as long as PTO is accrued and available.

PTO is added to the employee's PTO bank when the semi-monthly paycheck is issued. PTO taken will be subtracted from the employee's accrued time bank in one hour increments. PTO is not earned in pay periods during which unpaid leave, short or long term disability leave or workers' compensation leave are taken.

4. Request for PTO-Paid Time Off

Request for PTO must be in writing whether planned or in an emergency. The request for PTO must be submitted on a MAOF required PTO form, titled "**Request for Paid Time Off Form**". If the PTO is planned in advance for personal time off for any reason, it is preferable that the

employee give notice at least one month prior to the planned PTO leave. This will allow the program supervisor to schedule other employees who may have planned or are planning PTO. The supervisor requires enough time to ensure that there is adequate staffing to meet the program needs and ratio requirements.

To take last-minute PTO requires two days of notice to the supervisor unless the PTO is used for legitimate, unexpected illness or emergencies (Use the Paid Time Off form to request PTO.) In all instances, PTO must be approved by the employee's supervisor in advance. MAOF appreciates as much notice as possible when you know you expect to miss work for a scheduled absence.

Employee's who miss more than three consecutive unscheduled days, may be required to present a doctor's release to the supervisor or the Human Resources department that permits them to return to work.

5. Emergency Short-term PTO must NOT exceed one full workday without written notification. In case of an emergency short term PTO leave of one full day or more, MAOF requires a written MAOF PTO request form signed by the supervisor, as soon as possible. The employee will use certified PTO accruals if any, otherwise the time off will be docked. All types of leave require written approval.

6. Non-Monetary Consideration for Earned PTO

With the exception of summer off employees who cash out for the summer closure of the Head Start centers, there shall be no monetary consideration in lieu of taking PTO while still employed by MAOF. Upon separation of employment from MAOF all unused accrued PTO time will be paid to the employee.

7. PTO Limit Policy: Maximum Cap on Accrual of Unused PTO

Employees who have accrued the maximum limit of PTO **shall not accrue** any additional PTO until some PTO is actually taken.

Cap on Unused PTO

<u>Years employed</u>	<u>PTO Earned in a 12 Month Period</u>	<u>Maximum limit of Unused PTO</u>
1 to 5 yrs	up to 120 hours	200 hours
5 yrs or more	up to 160 hours	280 hours

8. Usage of PTO (Paid Time Off)

PTO may be taken as extended time off for any reason except for lateness or tardiness. PTO taken in excess of the PTO accrued may result in progressive disciplinary action.

9. PTO – Fiscal Year Periods

Whenever possible, employees should take their PTO within the program's fiscal period prior to the close of the fiscal year (MAOF fiscal year begins July 1st through June 30th)

Employees are responsible for monitoring and taking their PTO over the course of the fiscal year so that the employee does not cap on accrual of unused.

10. Seniority

Seniority within each program will prevail with regard to requested PTO leave dates and may be subject to program operational needs.

11. PTO - Programs Closing Down

In cases where a specific program may be closed down due to lack of funding or other causes all accrued PTO shall be paid to the employee upon termination of employment.

12. PTO and Paycheck

Upon written and approved request of no less than five days in advance An employee requesting PTO of five (5) days or more may request a PTO check in advance for earned time at time of the leave. This must be noted on the PTO Request Form and submitted timely for processing.

13. PTO - Approved Unpaid Leave

Employees on an approved unpaid leave of absence of any kind shall be required to use all accrued PTO as part of the approved unpaid leave of absence. All accrued PTO time must be taken before the start of the unpaid FMLA time

14. Unused PTO - Separation from MAOF

Employees who separate from employment with MAOF, for any reason, shall receive their accrued PTO hours in a check up to the time of separation.

15. PTO - Occasional Early Closure of Sites When Holiday Occurs

Occasionally management may allow for early closure of a site, such as on the eve of a paid holiday. Employees who are in attendance on the eve of the holiday will be paid for the regular work hours normally worked for that day and earn PTO for the normal full day. *Except for employees on approved PTO, employee not in attendance on the day of the eve of the holiday and/or absent without written approval will not earn PTO.*

16. Abuse of PTO

Abuse occurs in many ways. For example: when Monday's and/or Friday's are consistently taken as unplanned PTO's; or, unplanned PTO is taken consistently and immediately after it is earned; or, when any action regarding unplanned PTO becomes a pattern, abuse of PTO may lead to the disciplinary action.

H. HOLIDAY BENEFITS

Eligibility for paid holidays begins on the 1st of the month following three months of continuous employment. **Employee must be in attendance the entire 8 hours the day before and the entire 8 hours the day after the holiday in order to qualify for paid holidays, unless on a qualified approved PTO for the entire day or due to early closure.** Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday. When a holiday occurs during an employee's approved PTO, the employee will be granted an additional day during the time off period. Part time and temporary employees are not eligible for paid holidays.

Paid Holidays

January 1st	NEW YEARS DAY
January - 3rd Monday	MARTIN LUTHER KING, JR's BIRTHDAY
February - 3rd Monday	PRESIDENTS' DAY
March - 31	CESAR E. CHAVEZ DAY
May - Last Monday	MEMORIAL DAY
July 4th	INDEPENDENCE DAY
September - 1st Monday	LABOR DAY
November - 4th Thursday	THANKSGIVING DAY
November - 4th Friday	DAY AFTER THANKSGIVING
December 24	CHRISTMAS EVE DAY
December 25	CHRISTMAS DAY

I. RETIREMENT BENEFIT- 403(B) PLAN PROVISIONS

MAOF Has established a 403(b) Retirement Benefit Plan herein referred to as the "Plan", pursuant to Internal Revenue Code Section 403(b) as an additional benefit "Plan" for eligible employees. The "Plan" will comply with all the regulations applicable under the Treasury Code 403(b) of the Internal Revenue code that limits the annual calendar amount that the employee may contribute. Eligible employees shall agree to comply with the terms and conditions of the Plan upon signing the "Participant Enrollment Form".

1. Eligibility

Employees who are in a classification to participate will be eligible for participation in the Plan, on the first (1st) of the month following three (3) months of continuous employment.

2. Terms

MAOF will match dollar for dollar up to a certain percentage of the employees annual gross earnings. **The Human Resources Department will keep employees advised of current changes and will provide all information/material for enrollment. Direct all concerns regarding the terms, conditions and MAOF's matching contribution to the plan administrator.**

J. WORKERS' COMPENSATION INSURANCE BENEFITS

MAOF maintains workers' compensation insurance coverage for all its employees. Workers' Compensation Insurance covers the expense incurred for initial and follow-up medical treatment which is reasonably required to cure or relieve the effects of a job related injury or illness at no cost to the employee. Workers' compensation may also provide additional benefits depending upon the nature and extent of the injury.

1. Notification of Work Related Injuries/illnesses

Employees are required to immediately report any work-related accidents, injuries and illnesses no matter how minor, to their immediate supervisor or other person in charge if their supervisor is not present or available. Failure to do so may result in disciplinary action. Arrangements will be made for the employee to receive medical treatment if necessary.

All reports of accidents, injuries or illnesses will be investigated. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying worker's compensation benefits or payments is guilty of a felony.

2. Workers' Compensation Leave for industrial Injuries/illnesses

MAOF extends leave of absence to employees who are required to take time off from work due to industrial (work-related) injuries and illnesses in accordance with state and federal law. Such leaves are unpaid; however, workers' compensation insurance may provide the employee with temporary disability indemnity benefits during the employee's leave if eligibility is determined for such benefits. In addition, MAOF will coordinate the employee's accrued PTO with any state disability, workers' compensation benefits or other wage replacement benefits to which the employee may be entitled. At no time shall the employee receive a greater total payment than the amount of the employee's regular pay. The employee will not continue to vest or accrue PTO benefits while on leave.

If the employee is also eligible for Family Care Leave, that leave will run concurrently with the medical leave due to the employee's industrial injury or illness and the coverage under MAOF's sponsored health insurance policy will be continued as set forth in the Family Care Leave policy. If the employee is not eligible for leave under the Family Care Leave policy, the employee's coverage will continue on the same basis as that of employees on other medical leaves of absence. Employees who have dependent medical insurance are encouraged to continue to make premium payments by the 25th of the current month for their dependents in order for the health plan to remain in effect on the 1st of the following month and remain uninterrupted. Employees whose coverage ceases may be eligible to continue their group health insurance coverage through MAOF under

COBRA by making premium payments to MAOF. Contact the Human Resources Department for further information.

3. Medical Certification

As soon as the employee is aware of a need for a leave of absence for work-related injury or illness, the employee must provide the Human Resources Department a certification from the designated treating physician verifying the need for the absence. The employee is also required to keep MAOF apprised of the employee's work status at all times during the leave by providing up-to-date medical certifications from the primary treating physician. Medical certifications from the physician should include current work restrictions, if any, and the date of expected return to work in either a full or modified duty capacity. Failure to comply with this policy may result in denial of the leave.

4. Return to Work from Leave

The employee on leave must notify the Human Resources Department upon physician's certified written release to return to full or restricted duty. Failure to comply with this policy may result in the termination of employment. A doctor's certificate will be required before the employee is allowed to return to work following the leave. The certification must identify any current work restrictions.

VI. RULES OF CONDUCT, DISCIPLINE AND TERMINATION

A. CONDUCT RULES

Conduct that interferes with the MAOF business operation, discredits MAOF, or is offensive to clients, vendors, coworkers or persons who do business with MAOF will not be tolerated.

B. FRAUD

Fraud generally involves lying, other forms of deception, or other unethical conduct. MAOF will not tolerate dishonest activity. Should any employee commit fraud, MAOF will take appropriate disciplinary and legal action including termination and restitution and will forward information to legal authorities for the possibility of criminal prosecution.

Dishonest or fraudulent activities include, but are not limited to the following:

- Forgery or alteration of documents such as employment application, employment references, checks, time-sheets, timecards, Daily Activity Reports and narratives, program client attendance sheets, client eligibility data forms, independent contractor agreements, client-intake documents, contracts/budgets, memoranda and any other documents that are pertinent to MAOF business.
- Misrepresentation of facts in a document with the intent to defraud to obtain some personal or other benefit.
- Misappropriation of MAOF funds, securities, supplies, inventory, property or any other type of asset.
- Theft, hiding or destruction of any asset.
- Improprieties in the handling or reporting of money or financial transactions.
- Authorizing or receiving payment for goods and services not received.
- Authorizing or receiving payment for hours not worked.
- Any violation of contract compliance specifically with regards to program contract agreements with federal, state or local agencies and regulation laws.

C. DISCIPLINARY ACTION

Employees are subject to discipline for unsatisfactory performance and misconduct. MAOF has the right to choose the level of discipline, up to and including termination, in its sole discretion. MAOF will determine what disciplinary action is appropriate. MAOF's discipline policy does not imply that "progressive" discipline is required or that employment may be terminated only for cause. It is not required that MAOF treat each form of discipline as a step in a series to be followed with an employee before discharge and/or termination.

Disciplinary action may consist of one or more of the following:

- Informal meetings and oral reprimands.
- Written deficiency and warning notice with time frames for corrective action.
- Paid or unpaid suspension.
- Termination.

D. MAJOR OFFENSES - EXAMPLES WARRANTING DISCIPLINE AND/OR TERMINATION

Examples of conduct warranting discipline and/or termination include but are not limited to, the following. The rules and standards of conduct apply to all employees either on MAOF program sites or during the workday, including meal time and rest periods.

The following are strictly prohibited by MAOF:

1. **Under the Influence** and or in possession of alcohol or an illegal drug or controlled substance while on the job. Driving an MAOF owned/leased vehicle or a non-MAOF owned vehicle for job-related purpose while under the influence of alcohol or an illegal drug or controlled substance.
2. **Distribution, sale or purchase** either for personal use or to sell or purchase an illegal drug or controlled substance while on the job. *Violation of the above rules and standards of conduct policies will not be tolerated and will be grounds for disciplinary action up to and including termination. Violators that are performing unlawful actions may be brought to the attention of the appropriate Law enforcement authorities. An employee's conviction on a charge of illegal sale or possession of any drug or controlled substance while off MAOF property may be grounds for termination even though off duty in order to enforce this policy, MAOF reserves the right to conduct searches of MAOF property and to implement other measures necessary to deter abuse of this policy, including testing for alcohol or drugs.*
3. **Verbal Abuse** of any kind, especially directed to children on or off MAOF premises. That includes verbal abuse to employees, coworkers, and includes but is not limited to: sexual abuse, pinching, pushing, pulling, shoving, yelling, screaming, humiliating, and/or any type of loud verbal abuse including directing it to clients, vendors, phone callers or persons who do business with MAOF (*Also see Harassment Policy, page 2, #D*)
4. **Insubordination:** Refusal to perform job assignments, provoking, using loud and or abusive language, threatening physical harm to supervisor or coworkers, clients or any one who does business with MAOF. (*Also see Workplace Violence, page 11, #J.*)
5. **Discourtesy:** Rudeness to telephone callers, clients, coworkers, supervisors and persons who do business with MAOF.
6. **Possession** of weapon on or off MAOF premises or where MAOF conducts business. (Unless legally permitted.)
7. **Theft:** Unauthorized removal of MAOF property or that of a coworker, client property or theft where MAOF conducts business.
8. **Unauthorized release** of personnel or confidential information pertaining to MAOF coworkers, clients or persons where MAOF conducts business.
9. **Destruction** of MAOF property or that of an employee, client or property where MAOF conducts business.
10. **Falsifying** documents such as, but not limited to; employment applications, personal employment data, Government contracts, financial/funding source reports, invoices, purchase orders, medical records, client intake forms, timecards/timesheets, mileage reports, daily activity reports, requisitions and pertinent data related to MAOF, employees, clients, vendors or people who do business with MAOF.
11. **Engaging** in conduct that creates safety hazards or is disruptive to the daily operation, such as horseplay, running, shoving other people.
12. **Workplace violence**, threats, and disorderly conduct: such as intimidating employees, clients, vendors or persons who do business with MAOF. This includes but is not limited to; fighting, instigating, provoking, and creating disturbances, loud arguments or physical

- abuse of another employee, client or people who do business with MAOF on or off the MAOF premises or where MAOF conducts business.
13. **Leaving** an assigned work area without authority and more specifically leaving an assigned work area when it may threaten the safety and welfare of children; leaving the work area before the end of the workday without permission.
 14. **Gossip** and destructive spreading of rumors, lying about co-workers, clients, vendors or making derogatory remarks about other employees, clients, vendors, or people who do business with MAOF.
 15. **Sleeping** on the job.
 16. **Gambling** on the job.
 17. **Failure** to notify in case of absence or tardiness.
 18. **Excessive** absences or tardiness.
 19. **Altering** attendance timesheet or altering or timing in for another employee.
 20. **Telephone abuse:** using MAOF telephones for personal business or conducting personal business during working hours.
 21. **Unauthorized use** of an MAOF vehicle or that of a co-worker or any one who conducts business with MAOF.
 22. **Sub-standard** job performance.
 23. **Instigating** false rumors and making false accusations or unfounded claims against MAOF or its employees, clients, vendors and/or persons who do business with MAOF.
 24. **Violations** of funding sources' contract terms and conditions and regulations governing MAOF.
 25. **Pleading guilty** or no contest and/or being convicted of any crime misdemeanor, however, even pleading guilty or no contest to or conviction of a misdemeanor may subject an employee to termination if the nature of the crime is such that may affect an employee's ability to do his/her job or affects the best interests of MAOF.
 26. **Coercion or intimidation** of employees to plot against MAOF includes coercing or intimidation of employees to violate policies for personal gain.
 27. **Being under the influence of illegal drugs during working hours** on or off MAOF.
 28. **Under the influence of alcohol** during working hours and on MAOF premises or any use of alcohol which affects job performance or the health and safety of others in any way.
 29. **Improper use** or misuse of communications systems, services and equipment such as computers, network/online systems, electronic mail, courier services, facsimiles, telephone systems, video equipment, tapes, tape recorders, pagers and cellular phones.
 30. **Retaliation** against an employee for submitting a complaint/grievance or concern.
 31. **Consorting** with, pursuing, flirting or dating of clients including the calling by phone to clients at home or their work for personal gain. *Violation may be cause for dismissal.*
 32. **Physical or verbal abuse** of clients, coworkers or other persons doing business with MAOF on or off MAOF premises. Physical abuse is a workplace violence violation and includes, but is not limited to: hitting, shoving, pushing, hollering/screaming, and humiliating and coercion.
 33. **Adverse conduct** that interferes with MAOF business operations disrupts or discredits MAOF or, that is in anyway harmful to MAOF: and who cannot be trusted in a supervisory position, will be cause for immediate termination.
 34. **Distribution of literature** by employees during work time or in working areas at any time is prohibited. Also prohibited is the posting of non-MAOF literature of any kind on any site or premises by anyone other than management. *Non-employees are not allowed on MAOF property or premises for solicitation, distribution or posting of literature at any time.* To maintain and promote a safe and efficient workplace and to avoid interference with the disruption of company operations and employees' work, solicitations, collections and circulation of petitions by an employee during working time is prohibited. *(Excludes meal and break periods and time before or after work hours).*

E. CODE OF ETHICAL CONDUCT: RELATIONSHIPS WITH CLIENTS AND/OR FAMILIES OF THE CHILDREN SERVED BY MAOF

The guiding principle with respect to program clients and or children who are committed to MAOF's care or services have to be ensured that **nothing is done to harm them** in anyway or to compromise the undivided loyalty to their well being in order to enhance the client or children's development. **It is of great importance that employees establish healthy relationships of mutual trust with clients and the children's families whose only goal is fostering the well-being of their children.**

With this as our guiding principle, it is clear that for any employee(s) who enters into a **romantic or dating relationship with a client, parent or guardian**, who may be primarily responsible for a child in MAOF's care, presents an automatic conflict of interest. This relationship with a family member or client for personal, private and selfish purpose or one's own gratification is a major violation of this policy. This infraction compromises the first duty of loyalty and responsibility to the well-being of clients and children. It can lead to conduct which favors the employee in the relationship at the expense of the child and/or client. Therefore, because of the special nature of the trust, **all employees who initiate** or are in a continuing romantic or dating relationship with a parent or guardian whose child is in the care of MAOF or an MAOF program client must disclose any such relationship to the Human Resources Director who will make a determination in his/her discretion as to the propriety of the continuation of the employment relationship with MAOF. If it is discovered that such relationship exists, and the employee has not disclosed the relationship, that employee will be disciplined up to an including termination. All employees are obligated to abide by this policy. Failure to do so will result in discipline up to including termination.

This policy also applies to any applicant for employment who must also disclose any relationship as described above. Suitability for employment will be made on a case-by-case basis and failure to disclose will result in discipline up to and including termination, if an applicant is employed and the relationship becomes known.

F. SEPARATION FROM EMPLOYMENT

Employment with MAOF is **at will**. This means that the employee or MAOF may terminate employment at any time with or without notice or cause. However, it is requested that an employee give a reasonable notice. Separation from employment with MAOF includes but is not limited to the following:

- Voluntary resignation.
- Retirement.
- Reduction in work force.
- Reorganization.
- Involuntary termination
- Lay off due to lack of funding or budget constraints
- Temporary lay off due to program's contract. (closures during summer months)
- Elimination of position due to reorganization
- Budget constraints

G. TRANSFERS, REASSIGNMENTS AND PROMOTIONS

MAOF will attempt to promote from within whenever qualified employees apply for open positions. Qualified employees may apply for transfers or reassignments with a written evaluation from their supervisor.

1. Job Postings

Jobs are posted in the Human Resources Department and posted at all MAOF facilities. Internal candidates must meet all job requirements of the positions available. **New hires will not be considered for posted positions until the 90 day new hire period is satisfied.**

MAOF will attempt to promote, from within, whenever qualified employees apply for open positions. When positions open in other departments or programs, qualified employees from within may apply for transfers or

reassignments. Factors considered in the selection process include the following and not necessarily in the order listed.

- ✓ Demonstrated skill and ability to perform a new position
- ✓ Prior and current work performance
- ✓ Past and current disciplinary record
- ✓ Past and current attendance record
- ✓ Cooperation with others and attitudes
- ✓ Fulfillment of all educational and other job requirements

Unless time is of the essence, every effort will be made to provide employees with written notification of current positions available. Transfers, reassignments and promotions require written approval and signature of the President and/or as designated, the Director of Human Resources.

VII. JOB PERFORMANCE EVALUATION

A. PERFORMANCE Appraisals

The supervisor will periodically review the employee's performance and discuss the findings with the employee. The first performance evaluation may be conducted anytime during the introductory new hire period and/or will be conducted after the employee completes the introductory new hire period of three months of continuous employment. After that review the employee will receive an annual performance evaluation. The frequency of the performance evaluation may vary depending upon such factors as length of service, job position, past performance, changes in job duties or recurring performance issues.

1. Performance Appraisal Process

For any job description of any job classification, the following will be universally considered essential functions of the job (in addition to any others deemed essential by MAOF) and will always be considered major factors in any performance appraisals:

- Regular and reliable attendance;
- The ability to respond positively to direction and criticism of performance;
- The ability to work productively and harmoniously with others on a consistent basis, and,
- The consistent maintenance of professional and appropriate demeanor.

Performance appraisals will also review:

- Quality and quantity of the work performed;
- Knowledge of the job;
- Personal initiative;
- Positive Attitude and that towards others.

The performance appraisals should help the employee become aware of the progress being made, areas that need improvement and objectives and/or goals for future work performance. Positive performance appraisals do not guarantee increases in salary or promotions. Salary increases and promotions, if any, are solely within the discretion of MAOF and depend upon many factors in addition to the employee's individual performance.

VIII. GRIEVANCE PROCEDURE FOR NON-UNION EMPLOYEES

A. PROCEDURE

Employees have an opportunity to present work-related complaint/grievances or concerns and appeal to management decisions through this grievance procedure. The complaint/grievance or concern may involve a client, vendor, another employee, a member of management or someone who does business with MAOF, or may be for a concern that management can address and/or make every effort to resolve. Management will attempt to resolve all complaints, grievances or concerns that are appropriate for handling under this policy in a prompt and fair manner.

The following are procedures to file a grievance. A grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of work-related policy by management, supervisors, or other employees.

Examples of matters that may be considered appropriate under this policy include, but are not limited to the following:

- A belief that MAOF's policies have been applied in a manner detrimental to the employee;
- Treatment considered unfair by an employee. Such as coercion, reprisal, harassment, gossip or intimidation; and
- Alleged discrimination because of race, color, sex, age, religion, national origin, marital status disability, HIV/AIDS, sexual orientation, gender or based any other protected category.

The complaint/concern procedure must **first** begin with the **LINE OF COMMAND**, beginning with an employee's immediate line supervisor, or in the absence of the supervisor, the next in line up from the supervisor. It may not always be possible to achieve the result the employee wants, but MAOF will attempt to reach a fair response or in each case to explain the reason why. No employee will be disciplined, nor will there be any retaliation, and/or other penalty for filing a good faith grievance.

B. **COMPLAINT PROCEDURE**

For this policy, the term "timely manner" or "reasonable time" and "prompt" will mean five (5) working days. The procedure has a maximum of **three (3) steps**, but grievances may be resolved at any step in the process. The complaint/grievance or concern will be processed within a reasonable time. A decision becomes binding on all parties whenever the complainant-employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists.

1. **Written Grievance Procedure**

To file a grievance the employee must prepare a written statement within five days of the incident in which the employee felt aggrieved or concerned. The statement must be detailed, factual, work-related and appropriate for handling under this policy. The employee's written statement must be submitted to the supervisor and to the Human Resources Director.

2. **Time Frame Steps: One, Two and Three**

• **Step One**

The employee should promptly submit the written complaint/grievance or concern to the attention of the immediate supervisor and the Human Resources Director. The supervisor and the Human Resources Director shall investigate the complaint/grievance or concern and attempt to resolve it at this Step One. A written and collective decision will be presented to the employee in a reasonable time. The Human Resources Director shall prepare a dated written summary of the matter and the proposed resolution to submit to the file and close the matter in a reasonable time.

If dissatisfaction of the matter or if it involves the supervisor, then the employee may proceed to step two

• **Step Two**

If the grievance is against the supervisor or if the employee is dissatisfied with the Human Resources Director's decision, the claimant then has the **option to appeal** the decision to the President only if *Step One* has been bypassed. This appeal or initial complaint from the employee must be made in writing in a **timely manner** to the Human Resources Director and the President. The supervisor's written version of the complaint/grievance or concern and decision will then be submitted to the Human Resources Director and to the President, who will then arrange a conference, in a **timely manner**, with the employee and the persons considered appropriate to investigate the issues and communicate a decision in writing to all parties involved. Should the complaint/grievance be resolved at this step to the satisfaction of the complainant, the written decision will be prepared in a reasonable time by the Human Resources Director and the dated summary of the matter and the resolution will be filed and close the matter.

- **Step Three**

Appeal of the unsatisfactory decision must be made to the President (or designee when applicable). The timeliness requirement and procedures that will be followed are similar to those in Step Two. The President or designee will take the necessary steps to review and investigate the complaint/grievance or concern and will issue a **Final written and binding decision**. **In extreme and unusual circumstances, the President may refer the matter to the Personnel Committee of the Board of Directors for a final decision.**

3. Final Decision

If the President refers the grievance to the MAOF Board Personnel Committee, the complainant may be requested to speak before the Board's Personnel Committee to discuss grievance. The Personnel Committee will render a final response or decision in a **timely manner**. **Final decisions** are not precedent-setting or binding on future grievances or concerns unless they are officially stated as an MAOF policy. Information concerning an employee is confidential. Supervisors, project directors and other members of management who investigate the matter, must discuss it only with individuals involved. Employees shall not be penalized for the proper use of the grievance procedure. However, it is not considered proper use of this policy if an employee raises complaints/grievances or concerns in bad faith, or to retaliate or solely for the purpose to delay of harassment of an employee who has complained, or to repeatedly raise meritless complaints/grievances or concerns.

MAOF may, at its discretion refuse to proceed with any complaint/grievance or concern when it is determined improper under this policy. Implementation of this procedure by an employee does not limit the right of MAOF to proceed with any disciplinary action that is not in retaliation for the use of the complaint/grievance or concern procedure.

IX. LEAVE of ABSENCE

A. POLICY

With the exception of the leaves of absence that are protected by State or Federal Laws, MAOF has established non-medical leave of absence policies that meet with particular program needs and objectives. MAOF has the right to deny non-medical or non-occupational leaves of absence to employees in cases where they are not required by law to grant leaves. Each type of leave of absence has its own set of regulations and restrictions.

B. NON-FMLA/CFRA, NON-MEDICAL/NON-OCCUPATIONAL SHORT/LONG TERM LEAVE

A short or long-term non-occupational and non-medical leave is for employees who do not qualify for FMLA/CFRA leave. Employees must first apply for any unused accrued PTO to such leaves. This type of leave must be approved in advance and is unpaid after all PTO time is exhausted. Short term is considered from one (1) to five (5) consecutive days. Long term is considered six (6) or more consecutive days. Employees, who have worked continuously for 12 months and have exhausted their PTO, may be granted consideration for an approved non-occupational and non-medical short or long-term leave if the facts and circumstances surrounding their particular requests are verified.

These types of leaves will be considered on a case-by-case when submitted in writing to the Human Resources Department and the Supervisor. The employee shall submit their request in writing as soon as possible prior to the leave. There is no guarantee of reinstatement to the same or comparable position on a completion of an occupational short or long term unpaid leave.

Employees on unpaid non-medical/non-occupational leave do not accrue PTO time. The medical health benefits will continue only to the end of the month in which the leave is taken. If the leave extends beyond the end of the month, employees will be notified of their COBRA rights. Employees shall not be paid for holidays during the leave. In the event of an **emergency**, the request for leave

must be submitted by phone, fax, and email or in writing within one (1) working day before leave begins. Approval will depend on the emergency.

If the employee takes an action during the leave that is inconsistent with an intention to return to employment with MAOF, such as accepting employment with another employer, the employee will be considered to have voluntarily terminated employment with MAOF. If the leave of absence expires and the employee does not return to work on the agreed date, the employee will then be considered to have voluntarily terminated employment with MAOF and may not be considered for re-hire.

1. Dependent Medical Benefits Continuation Policy

At the time of approved unpaid leave, employees who were enrolled at least one day in the group health plan will be offered a "continuation plan" for the employee, dependents and registered domestic partners. The premium will be the current cost of MAOF's policy premium, plus 2% for administrative costs, subject to Section V., EMPLOYEE BENEFITS: D., HEALTH PLAN - CONTINUATION BENEFITS POLICY.

C. QUALIFYING CRITERIA - FAMILY AND MEDICAL LEAVE ACT (FMLA) & CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Family and Medical Leave

MAOF will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave was granted. No greater or lesser leave benefits will be granted than those set forth in state or federal law. In certain situations, federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law. In order to expedite the request for leave, contact the supervisor as soon as you become aware of the need for family or medical leave. The following is a summary of the relevant provisions:

1. Employee Eligibility

To be eligible for family and medical leave benefits, an employee must:

- Have worked for MAOF for a total of at least 12 months;
- Have worked at least 1,250 hours over the previous 12 months; and
- Work at a location where at least 50 employees are employed by MAOF within 75 miles.

2. Leave Available

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of an employee's first use of federal family and medical leave. Successive 12-month periods begin on the date of an employee's first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To care for an immediate family member, spouse, registered domestic partner, child and child of registered domestic partner or parent with a serious health condition; or
- The employee is unable to work because of his/her own serious health condition.

Under some circumstances employees may take family and medical leave intermittently, which means taking leaves in blocks of time, or by reducing their normal weekly or daily work schedule.

Pregnant employees may have the right to take a pregnancy disability leave in addition to a family and medical leave; such employees should contact the supervisor and Human Resources Director regarding their individual situations. Certain restrictions on these benefits may apply.

3. Notice and Certification

Employees seeking to use family or medical leave may be required to provide:

- 30-day advance notice when the need for a leave is foreseeable;

- Medical certification from a health-care provider (both prior to the leave and prior to reinstatement; and
- Periodic reports during the leave.

When leave is needed to care for an immediate family member or the employee's own serious health condition and is for planned medical treatment, the employee must try to schedule treatment so as not cause undue disruption to the program's operation.

4. Compensation During Leave

Family and medical leave is unpaid. MAOF may require an employee to use accrued paid PTO to cover some or all of the family and medical leave. The PTO will not extend the length of the leave to which the employee is otherwise entitled.

5. Benefits During Leave

MAOF will continue to pay for the employee's group health insurance premiums for an employee on family and medical leave (FMLA/CRFA/PDL) for up to a maximum of 12 workweeks total if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. *In some instances MAOF may recover premiums paid to maintain health coverage for an employee who fails to return to work following the leave.*

Employees on family and medical leave who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through MAOF in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to MAOF for the amount of the relevant premium plus 2%. Employees should contact the Human Resources Department for further information.

6. Job Reinstatement

Under most circumstances, upon return from a FMLA/CRFA/PDL leave, an employee will be reinstated to his/her position, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee returning from a family medical leave has no greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if an employee on approved family medical leave would have been laid off had the leave not been taken, or if an employee's position is eliminated during the leave, the employee would not be entitled to reinstatement. An employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave.

7. Unlawful Acts

It is unlawful for MAOF to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for MAOF to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.

D. PDL (PREGNANCY DISABILITY LEAVE) POLICY

MAOF will grant unpaid pregnancy disability leave (PDL) to employees for their pregnancy, childbirth or related medical conditions. Employees who are affected by pregnancy or related medical condition are also eligible to transfer to a less strenuous or hazardous duties if such transfer is medically advisable and certified as such by an attending physician.

1. Leave Available

An employee disabled due to pregnancy, childbirth or related medical conditions may take up to a **maximum of four months leave**. As an alternative, MAOF may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advise of the attending physician, if the transfer can be reasonably accommodated. *Leave taken under the pregnancy*

disability policy runs concurrently with the family and medical leave under federal law but not with family and medical leave under California law.

2. Notice and Certification Requirements

Employees requesting to take a pregnancy disability leave must provide MAOF with a certification from a health-care provider.

3. Compensation During Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued PTO time during the leave. All such payments will be coordinated with any state disability benefits or other wage reimbursement benefits for which the employee may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

4. Benefits during Leave.

If the employee taking pregnancy disability leave is eligible for leave under federal or state family and medical leave laws, MAOF will maintain the employee's group health insurance coverage for up to a maximum of four months if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, MAOF may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy leave.

Employees on pregnancy disability leave who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through MAOF in conjunction with federal COBRA guidelines, if applicable, by making monthly payment to MAOF for the amount of the relevant premium. Employees should contact the Human Resources Department for further information.

5. Reinstatement

Upon the submission of a medical certification from a health care provider that an employee is able to return to work, the employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, an employee is not entitled to any greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if the employee would have been laid off if she had not gone on leave, then the employee would not be entitled to reinstatement. Similarly, if the employee's position has been filled in order to avoid undermining MAOF's ability to operate safely and efficiently while the employee was on leave, and there is no equivalent position available, then the reinstatement would be denied.

X. OTHER TYPES OF LEAVE

A. MILITARY, JURY DUTY, BEREAVEMENT LEAVE, VOTING AND OTHER LEAVES

1. Military Leave

Employees will be granted military leave in accordance with federal and state Laws.

2. Jury Duty Leave

Exempt and non-exempt employees selected to serve as a juror at a trial will be granted up to five days of regular pay for jury service annually. Employee must submit their jury duty summons to the supervisor and the Human Resources Director immediately upon receipt.

3. Bereavement Leave

All full time and full time summer-off employees will be granted up to three (3) days of paid bereavement leave for the death of an immediate family member, spouse, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parent, step-sibling or stepchild and registered domestic partner or child thereof. If funeral services

are more than 500 miles from the employee's home, the use PTO time for additional days should be used with the approval of the supervisor.

4. Voting - Statewide Elections

If an employee is a registered voter, it is preferable that the employee cast their vote prior to the start or after the end of the workday. Voting polls are open from 7:00 am to 8:00 pm. However, the employee may, take up to two hours of working time to vote. Such time must be at the beginning or the end of the regular working shift or whichever allows the most free time for voting and the least time off from working. If an employee knows on the third working day before the election that time off will be necessary to vote, employee must notify the supervisor at least two working days in advance that time off will be necessary.

5. Other Allowable Unpaid Time Off

a) Time Off for Parents' School Activities

If the employee is parent or guardian or grandparent with custody of a child in kindergarten or grades 1-12 inclusive, and wish to take unpaid time off to visit the child's school for an activity, the employee may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided reasonable notice is given to MAOF of the planned absence. Employees wishing to take such leave should utilize their existing accrued PTO. MAOF requires documentation from the school noting the date and time of the employee's visit after it is completed. If both parents of the child work for MAOF, only one parent will be authorized unless MAOF approves both parents taking time off simultaneously.

b) School Leave (Suspension)

If it is necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert the supervisor as soon as possible so that alternative arrangements may be made. No discriminatory action will be taken against the employee for taking time off for this purpose. Such time is unpaid.

c) Time Off for Adult Literacy Programs

MAOF will make reasonable accommodations for any employee who reveals a literacy problem and requests that MAOF assist him or her in enrolling in an adult literacy education program, unless undue hardship to MAOF would result. MAOF will also assist employees who wish to seek literacy education training by providing employees with location of local literacy programs. MAOF will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the Human Resources Director directly. Further, individuals who are performing satisfactorily will not be subject to termination or employment because they have discussed literacy problems.

While MAOF generally encourages employees to improve their literacy skills, MAOF will not reimburse employees for the cost incurred in attending a literacy program. Non-exempt employees may use PTO to make up for absences from work to attend literacy classes. Time off to attend classes is unpaid.

d) Volunteer Firefighters, Emergency Rescue Personnel and Reserve Peace

Officers: Employee shall be allowed to take time off to perform emergency duty as a volunteer firefighter, or other legally eligible emergency rescue personnel or reserve peace officers. Please alert the supervisor so that the supervisor may be made aware of the fact that the employee may have to take time off for emergency duty. In the event that the employee needs to take time off for emergency duty, that employee must inform the supervisor as soon as possible. Time off for such duty is unpaid.

e) Time Off for Victims of Sexual Assault or Domestic Violence:

MAOF will not discriminate against employees who are victims of crime if they take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. MAOF will not discriminate against employees who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order or other relief to help ensure the health, safety or welfare of a domestic violence or

sexual assault victim of his or her child. Such time off is unpaid. Certification of sexual assault will be required for time off to be granted from work, which is unpaid, to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program or a shelter program, or rape crisis center, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation. Affected employees must give MAOF reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. Affected employees should use accrued PTO time off if available.

f) **Time Off for Victims of Violent Crimes:** Employees who are victims or related to victims of a violent felony (defined in Penal Code 667.5(c), a serious felony (as defined in Penal Code 1182.7(c) , or a felony statute prohibiting theft or embezzlement may take unpaid time off from work to attend judicial proceedings related to the crime. The employee must give MAOF a copy of a notice in advance of each scheduled proceeding. If it is impossible to do so, the employee must give MAOF such notice within a reasonable time after the proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the office of the victim's advocate. An employee should use PTO time for the purpose of attending the proceeding. MAOF shall keep confidential all records pertaining to this time off.

g) **Lactation Accommodation:** MAOF will provide a reasonable amount of break time to accommodate an employee to breast feed the employee's infant child. As far as possible, this break time given shall run concurrently with any break time already provided by law to the employee. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid and employees provided with such break time shall record it on their timesheets. MAOF shall make every reasonable effort to provide employees with the use of a room or other location (other than the toilet stall) close to the employee's work area for employees to express milk in private. The room or locations may include the place where the employee normally works or if it otherwise meets the requirements of this policy.

ANNUAL ACKNOWLEDGEMENT AND AGREEMENT

This is to acknowledge that I have received a copy of MAOF's Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with MAOF. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and shall abide by the policies of MAOF. If I do not understand anyone of the policies or procedures, I should address any question to the Human Resources Department personnel.

I understand and agree that the Employee Handbook is not a contract of employment, nor is it evidence of a contract between MAOF and me. I also acknowledge that except for the policy of at-will employment and any currently valid written agreement between me and MAOF, including any collective bargaining or alternative work schedule agreement, the terms and conditions set forth in this handbook may be modified, changed or deleted at any time provided such changes are in writing and approved by the MAOF President and Board of Directors. Any agreement between MAOF and me of any kind pertaining to any terms or conditions of my employment or its termination must be in writing.

I also acknowledge and agree that my employment with MAOF is not for a specified period of time and can be terminated or modified at will at any time for any reason, with or without cause or notice by MAOF. No one in MAOF has made any statements to the contrary to me and I acknowledge that no oral statements or representations regarding my employment by anyone in MAOF can alter the foregoing. My at-will employment status can be changed only in writing by an authorized MAOF representative. No other communications to me, whether oral or in writing can constitute nor be evidence of any contract or employment for any specified period of time. I agree that, except for any complaint of harassment or discrimination that I may have currently pending as of the date below, from my first date of employment I have no cause to complain about discrimination or harassment. I acknowledge that at all times I have been fully aware of MAOF's procedures for addressing such complaints. I also agree that, with regard to any such complaints I may have made before the date below, they have been resolved to my satisfaction.

FOR CURRENT NON-EXEMPT EMPLOYEES

I also agree that, other than any amount of time accrued for overtime as of the date below, I have been compensated by MAOF for any and all overtime which I may have worked and that I have fully reported any such overtime which I believe may have been owed to me. I have also received applicable meal and rest periods.

Employee Signature _____ Date _____

Print Name: _____ Program _____

THIS PAGE IS TO BE SIGNED ANNUALLY AND PLACED IN PERSONNEL FILE

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**HEAD START/STATE PRESCHOOL PROGRAM
ADDENDUM - No. 1**

This **ADDENDUM No. 1** sets forth the LACOE requirements and guidelines for the operation of the MAOF Head Start program and which shall be adhered to by the **MAOF Head Start Parent Policy Board & Policy Committee and the Mexican American Opportunity Foundation's Board of Directors**

This **ADDENDUM No. 1** dated _____, 2010 has been **MODIFIED** to conform from a directive of LACOE (Grantor) to ensure that the policies regarding the **"Care and Supervision of Children"** have been adopted by the Head Start Parent Policy Board and the MAOF Board of Directors, and shall be properly implemented. *(Policies titled Performance Standards are attached to this Amendment No 1 document. Signatures of both boards also attached.)*

The **ADDENDUM No. 1** has been approved by the **Head Start Parent Policy Committee** on _____, 2010. The committee is made up of 50% parents of children presently enrolled Head Start program and the other 50% is made up of volunteers from the community an/or corporate representatives.

The MAOF Board of Directors of the Mexican American Opportunity Foundation are the governing body of the Mexican American Opportunity Foundation (MAOF) and is made up of persons from Companies or Corporations who have volunteered to serve as the governing body of MAOF. The Board sets policy, goals and objectives and shall, in consort with the Head Start Policy Board Committee abide by the policies, directives and regulations set forth in the contract between LACOE (Grantor) The Mexican American Opportunity Foundation's Head Start Program (Grantee).

In cases where the MAOF Head Start Program's contract terms and conditions with LACOE may be contingent upon specific requirements and regulations required by the contract, the policies set forth in the MAOF Policies and Procedures, Employee Handbook, the governing Head Start Addendum No. 1 and the Head Start Governing Contract of the Grantor LACOE ***will be superseded when there is a conflict between these policies and procedures all the collective bargaining agreement between MAOF and SEIU, the bargaining agreement's provisions will prevail.***

I. HIRING PROCEDURES

The procedures listed here have been created and approved by the MAOF Head Start Policy Committee and have been reviewed and approved by the MAOF Board of Directors. The following policies shall govern the Head Start Program's and the MAOF Head Start employees in each category listed.

Excerpt taken from the SEIU Agreement between MAOF and the Union:

ARTICLE XI RECRUITMENT (of the agreement)

3.0 Filling of vacancies:

Introductory employees that have not completed the conditions of the new hire terms are not eligible to apply for vacancies. Whenever practical the MAOF's first preference in filling a vacancy shall be to fill it with an existing qualified bargaining unit employee. If there are multiple qualified candidates for a position, the employee with the most seniority will prevail. The Head Start Parent Policy hiring committee will consider certain levels of credentials in regards to filling vacancies. If an employee has received a warning notice with a corrective time frame, the Parent Policy hiring committee may choose not to allow the employee to contend for the vacancy during that time frame not exceeding (90) ninety days.

1. The Head Start Parent Policy Committee shall be notified when a position becomes vacant or when a newly position is created.

2. The vacant or new position may be posted in MAOF work locations, advertised in the local newspapers or other media and will be available to current eligible MAOF employees and external applicants. Advertisements and postings will continue until there are at least two candidates for each position advertised. Candidates must meet the job requirements and required educational qualifications to be considered for interview. ***The Policies and Procedures in this handbook apply to all MAOF employees. When there is a conflict between these policies and procedures all the collective bargaining agreement between MAOF and SEIU, the bargaining agreement's provisions will prevail.***

The Head Start Director and his/her designee and the Head Start Personnel Committee, which is composed of seven (7) members of the Head Start Parent Policy committee will review the candidates resumes, job applications and references (when required). The Parent Policy Personnel Committee shall interview the candidate(s).

3. The candidate(s) will meet for an oral interview with the Head Start Project Director or designee, the Human Resources Director or designee, the Director of Operations for Child Care Programs and no less than one member of the Head Start Personnel Committee.

4. Following the oral interview, the selected candidate(s) will be recommended to the Parent Policy committee.

5. The MAOF Head Start Parent Policy Committee will meet at a regular scheduled meeting or a "Special Call" meeting to review the recommendations made to the Head Start Personnel Committee. The MAOF Head Start Parent Policy Committee will make the final decision to approve or disapprove the recommended candidate.

6. Upon approval by the Parent Policy committee, the Human Resources Department will conduct all applicable background checks that include personal and professional reference checks. In addition to meeting required job qualifications and pending the results of **LiveScan** background check, personal and professional reference check, physical exam and drug screening and tuberculosis test, the following conditions must be satisfied before an offer of employment becomes final.

Prior to the employment being finalized or considered for a position in the Head Start Program Applicants must sign a Declaration Acknowledgement-confidential document stating personal criminal history. This will be mandatory for all applicants. All information shall be kept in a separate confidential file.

7. Current or former Head Start parents (program clients) shall receive preference for employment vacancies as they occur and for which they are qualified.

II PROCEDURES: SHOULD DISAPPROVAL OF NEW HIRE OCCUR

1. The Head Start Parent Policy Committee shall maintain detailed written and signed documentation specifying the job related reason(s), such as lack of meeting job qualifications, job knowledge or educational and experience requirements the candidate was not approved for hire and copies of the minutes of the Head Start Personnel Committee meeting reflecting the unfavorable decision, the individuals who participated in the decision must sign the documentation, under by their printed names and titles. The documentation will be filed and maintained by the MAOF Head Start program. Copies of the signed documentation must be submitted to the MAOF Human Resources Department immediately but in no event, later than two (2) days following the Head Start Personnel Committee meeting in which the hiring was not approved.

2. If disapproval of the candidate was based on reasons other than lack of valid job qualifications, a meeting between the Parent Policy Personnel Committee and the Head Start Program Director, Director of Operations and Human Resources Director shall take place within 3 working days of when the decision of disapproval was held to discuss the reasons for disapproval.

To ensure that there are no legal ramifications, the MAOF Director of Operations and the Human Resources Director may request a review of the documentation and/or the final decision from the full Parent Policy Committee at the regular scheduled monthly meeting or may request a Special Call meeting prior to the monthly scheduled meeting.

3. The disapproval of a candidate for hire may require review of all pertinent documents and deliberations by MAOF or a meeting with the Head Start Personnel Committee and the full Parent Policy Committee within five (5) working days of when the decision of disapproval was held.

4. If it is determined that the written statements of committee members do not reflect valid reasons not to hire the candidate then the Project Director's and the Human Resources Director's recommendations sanctioned by the MAOF Attorney, will prevail and the approval process shall be repeated with full Parent Policy Committee making the final decision.

The final decision by the full Parent Policy committee shall be detailed in writing and must take place within three (3) working days of the repeated full Parent Policy committee meeting with a response to the Project Director. The matter shall then be deemed final and closed.

III DISCIPLINE AND TERMINATION PROCEDURES

1. The MAOF Head Start Program will abide by **Section VI, Rules of Conduct Discipline and Termination** of the MAOF Policies and Procedures, Employee Handbook regarding the standards of conduct, discipline and termination of Head Start Program employees. In addition the following shall apply.

a). After thorough review of the employee's work ethics, performance evaluations, review of previous disciplinary action (if any), termination may be recommended.

2. If termination is recommended, a written recommendation describing the reasons for the termination shall be submitted to the Parent Policy committee with a request to approve the termination. The process is as follows:

a). At a regularly scheduled or special call meeting the Parent Policy Committee will vote to approve or disapprove the termination based on the documentation submitted to the committee.

b). If the Parent Policy Committee approves the termination, the employee will be formally notified of the termination in writing.

c). If the Parent Policy Committee does not approve the termination the reasons for not approving the termination must be detailed in writing to the MAOF Head Start Project Director.

IV. IMPASSE PROCEDURE

Regarding - Resolution of Disputes between the Head Start Parent Policy Committee and the MAOF Board of Directors.

Should the Parent Policy Committee and the Mexican American Opportunity Foundation's Board of Directors disagree on a personnel and/or programmatic matter, which results in an impasse, the dispute shall be resolved by the following procedure:

1. Based on the Head Start Parent Policy Committee's minutes noting the facts leading to the conclusion that a dispute exists between the Committee and the MAOF Board of Directors, the procedure to resolve the dispute must begin within a seven (7) working days of when the dispute occurred.

2. The Chairperson of the Parent Policy Committee and the Chairman of the MAOF Board of Directors shall each appoint to the Mediation two (2) impartial persons and the Committee and the Board shall select a fifth (5th) impartial person, who will serve as Mediation Group Leader.

3. Within three (3) working days of the appointment of the "Mediation Group" a meeting will be held between the Mediation Group to discuss the ground rules that will govern discussions leading to the resolution of the dispute.

a). **Ground rules include, but will not be limited to:**

- ✓ Deadline for the resolution of the dispute;
- ✓ Discussion will be limited to the facts of the dispute;
- ✓ Mediation Group must be objective, open and fair; and
- ✓ Individuals involved will conduct themselves professionally and not engage in personal attacks.

4. After the ground rules are established, the appointed Mediation Group shall begin the review of the facts of the dispute. The review may extend up to a maximum of three (3) days. Addition time may be granted upon a written request to and approval of the Committee Chairperson and the MAOF Board Chairperson.

5. Should the Mediation Group arrive at a resolution of the dispute, the Mediation Group will submit a written report Committee Chairperson and the MAOF Board Chairperson. The decision of the Mediation Group shall be binding and final.

V. STAFF TRAINING AND DEVELOPMENT

Staff training and development opportunities will be provided through in-service trainings at a minimum of 15 hours of training within the contract year and/or recommendation of the supervisor. Staff will be notified of staff training and development opportunities following the introductory new hire period.

VI. CUSTODIAL FUNDS – DESCRIPTION OF PURPOSE

Description of Purpose: To ensure that employee fringe benefits and PTO accruals are used solely for the purpose intended and are available upon the employees' becoming eligible for the funds that equate to the accrual of PTO: The accruals as they equate to money will systematically be transferred to the MAOF Head Start Custodial Funds Bank account. Therefore, MAOF Head Start program's regular bank account **no longer has direct access to the PTO funds**. All subsequent disbursements of PTO will be paid directly to the employee and only as determined solely by MAOF and based on accurate PTO employee logs/records.

Deposit Transactions: MAOF Head Start program will transfer funds to the CUSTODIAL FUNDS BANK account that have been audited showing names of employees of **unused PTO** for the period ending June 30th each fiscal year. The funds shall be deposited in the MAOF Head Start Custodial Funds Bank account at Union Bank of California, herein after known as the "Custodian of Head Start PTO Funds".

Disbursement Transactions: MAOF Head Start program will determine when employees are eligible to receive funds. Thereafter, a letter of notification via email and U.S. Postal Service shall be sent with instructions to the Custodian of PTO Funds at Union Bank of California request that funds be disbursed from custodial funds to the named employee(s). Notification of distribution letter will be executed by MAOF President and Director of Operations to Union Bank of California that has the responsibility to disburse a check in the amount determined directly to the employee(s) or former employee(s).

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**Mexican American Opportunity Foundation
Head Start/State Preschool
Safety and Supervision Policies and Incident Reporting Procedures
Approved and Adopted by the Head Start Parent Policy Board and
The Mexican American Opportunity Foundation's Board of Directors
Policies Adopted and Dated May 27, 2010**

PERFORMANCE STANDARDS

I. INJURY PREVENTION

1. Performance & Safety Standards

Ensure that staff and volunteers demonstrate safety practices

MAOF is committed to provide a working environment for all children in our care, employees, clients, parents/guardians and volunteers. In order to eliminate and reduce safety hazards and to appropriately respond to a site or child emergency immediately, MAOF shall maintain ongoing safety trainings that provide effective methods to assist supervision and teaching staff to take immediate action. The MAOF staff is committed to maintain consistent safety training methods for parents and volunteers including children regarding probable hazards and consistently offering safety tips. Most important to emphasize to the teachers, and teacher assistants that under no circumstances **no child shall be left alone or unsupervised while under the care of an MAOF teacher.** *(Also noted in the MAOF Policies & Procedures Employee Handbook, under Section III. Employment Policies under item J. Safety)*

2. Safety Awareness

MAOF is committed to foster safety awareness among children and parents by incorporating it into a teaching activity for children and parents/guardians. Activities will include teaching that certain dangers are or may be lurking in or around classrooms, homes, play yards, or other area where children may congregate. Teacher training is ongoing.

II. CARE AND SUPERVISION REQUIREMENTS

MAOF teachers and teacher assistants shall provide respect, protection, care and supervision as necessary to meet the children's personal rights, educational, health and safety needs.

- **No child shall be left without care or supervision** of a teacher or teacher assistant at any time. Supervision shall include **visual observation**.
- **Immediate action** shall be taken when a violation of any kind occurs against the proper care and supervision of children enrolled in the MAOF Head Start program (or any MAOF child care program) has occurred.
- **MAOF employees shall comply with the mandatory reporting laws** regarding suspected or actual abuse and neglect of children. MAOF Head Start staff will ensure that while under the care of children, the safety of all children shall be of the utmost importance and are committed to immediately report any unusual visual bruises or injuries seen on a child whether enrolled or not enrolled in the MAOF Head Start Program. Staff that fail to report cases of such abuse or neglect may be subject to criminal or civil penalties. ***MAOF employees who unlawfully disclose information of actual or suspected abuse/neglect to other than MAOF management or authorities may be subject to lawful ramifications subject to fines.***

III. STANDARDS OF CONDUCT

MAOF shall ensure that all MAOF staff, consultants and volunteers shall abide by the MAOF Rules Conduct as specified by **LACOE Head Start Policies and Regulations** to comply with LEGAL AUTHORITY: EC 35260,35183,35291.1;(Stats. 1997, c. 736 (SB187) and noted in the MAOF Policies and Procedures, Employee Handbook. Section VI. and guidelines based on the LACOE Policy, under regulations CCL-101229(a) and HS PS 1304.52(b).

- All staff and volunteers are committed to protect and safeguard the immediate safety and personal rights of children in their care, their families and each other and are teaching children the meaning of respect by showing them kindness and respect. The teachers address each child by name and give praise when an accomplishment is performed.
- All staff, volunteers and the Parent Policy committee shall abide by the confidentiality privacy policy set forth in the MAOF Policies and Procedures, Employee Handbook, under VI. Rules of Conduct.
- **NO CHILD SHALL BE LEFT ALONE OR UNSUPERVISED WHILE UNDER THE CARE OF AN MAOF EMPLOYEE OR CAREGIVER.**
- Under the supervision of the Head Start Director and paid consultants the staff has ongoing teacher training in teaching methods that will have positive effects on the children. There is ongoing training for teachers that **MAOF does not tolerate corporal punishment or other forms of punishment that involve emotional, verbal, psychological, physical abuse or humiliation of a child.**

The MAOF Policies and Procedures, Employment Handbook includes policies for violating the Standards of Conduct, under various sections of the document.

1. Abuse and Neglect Reporting Requirements

When a suspected abuse of a child is evident or the staff person visually notes unusual harassment to the child from a parent or guardian or upon an occurrence by a staff person during the operation of a child in the care of MAOF, **a report shall immediately be made to the Department of Social Services** by telephone or fax within the Departments next working day and during its normal business hours. In addition, a written report containing the information specified shall be submitted to the Department within seven days following the occurrence of such event.

2. Acts of Threat of Violence

Every precaution will be taken to protect children and employees from acts or threats of physical violence by anyone, whether it is a pupil, a parent, a staff member or an unknown person(s). In cases where physical harm may occur or has occurred, the police authorities must be called immediately and must be reported to the Suspected Child Abuse or Neglect Team (SCAN Team).

- Any acts of threats of violence or violations of the care and supervision by an employee against a child enrolled in any of the MAOF child care Programs and the Head Start programs or violence against another employee, parent/guardian or person(s) will not be tolerated and shall be reported promptly to the legal authorities and to the Department of Social Services regardless of whether or not physical injury has occurred. This type of action will lead to lawful repercussions and disciplinary action leading to termination.
- In cases of attack, assault or threats violence by a child or a parent/guardian against a staff member are required to report the incident immediately. It is MAOF's responsibility to protect all employees from harm, violence or threats from clients or outside sources.

3. Safety and Supervision Policies:

The well being and safety of the children is of the utmost importance to the program. It is crucial that at all times safety practices are being implemented by all staff. In order to provide appropriate care and supervision of children, the following requirements are to be adhered to:

Classroom Staff

- All children are to be supervised at all times by the teaching staff.
- No child can be sent to the restroom unsupervised by a teacher. All child(ren) must be within visual view of a Teacher.
- The classroom must be arranged in a manner in which all children are visible.
- During outside time, teachers must be positioned and move about in locations that will provide appropriate supervision and visuals of all children.
- When a teacher is taking a child to the restroom, inside the classroom, or anywhere else must inform other teachers the name(s) of child(ren) who are going with them to the restroom.

- Daily when transitioning from inside to outside or from outside to inside, a visual sweep and a head count must be conducted in order to ensure that no child has been left behind.
- During dismissal time, teachers are to stay with children actively engaged in activities.
- Classroom doors must remain unlocked, but closed at all times.
- Necessary playground gates must remain unlocked, but closed at all times.
- All storage cabinets and units must be kept closed and locked.
- Teachers are not to engage in personal conversations with one another that are not immediately necessary or with parents during arrival and dismissal times.
- Teachers must ensure to get coverage when attending to urgent classroom needs such as phone calls from parents and program staff, or other important items. When possible take a message for the staff member, call can be returned during preparation/office time.

Home Base Staff

During Socials and Parent Meetings:

- All children are to be supervised at all times by the home visitors
- During socials or parent meetings no child(ren) are allowed to be sent to the restroom unsupervised by a home visitor. Child(ren) must be within visual view at all times.
- The socials are to be arranged in a manner in which all children are visible at all times
- During outside time, home visitors are to be positioned and move about in locations that will provide appropriate supervision of all children.
- When home visitor is taking a child(ren) to the restroom, or anywhere else, home visitors must inform other home visitors the name(s) of child(ren) going with them.
- When transitioning from inside to outside or from outside to inside, a visual sweep and a head count must be conducted in order to ensure that no child has been left behind.
- Doors and gates to social facilities are to remain unlocked, but closed at all times.
- Home visitor(s) are to do a visual inspection of facilities being used in order to ensure that there are no safety hazards such as: areas for children to hide, debris, uncovered outlets, open/unlocked cabinets or storage units, and unsafe furniture.

Other Program Staff

- When at centers, ensure that all gates and doors are closed behind you.
- Close and lock all cabinets and storage units.
- Cleaning solutions and supplies are to always be put away in locked cabinets or storage units.
- All supplies such as adult scissors, staplers, or any other unsafe supplies used in the classroom must be stored when not in use.
- Immediately notify teacher(s) of any safety hazard that has been observed.

4. Incident Reporting Procedures

All unusual incidents must be immediately reported to Community Care Licensing. In order for the program to comply with this mandate, the following procedures must be followed:

- The following unusual incidents are to be immediately reported to the Child Development Supervisor. If unable to contact supervisor, the Area Supervisor, Assistant Director, or Director must be contacted.
- Child injury requiring medical treatment other than basic first aid.
- Any unusual incident that threatens the physical or emotional health or safety of any child.
- Any suspected physical or psychological abuse of any child.
- Child left alone and unsupervised, on playground, inside classroom, or on a field trip.
- Epidemic outbreaks
- Poisonings
- Catastrophes
- Fires or explosions that occur in or on the premises.

5. Information provided to supervisor shall include the following

- Child's name, age, sex
- Parents name
- Date of incident
- Summary of what occurred
- Names of teacher(s) or others present

6. Seek guidance from supervisor when unsure if incident is reportable

Child Development Supervisor and or Area Supervisor will immediately notify the Director and Director of Operations of the incident. The Director will complete mandated documentation for Community Care Licensing, and if needing to will conduct further investigation of incident.

Failure to adhere to these policies and procedures set forth by LACOE will lead to disciplinary action up to and including termination

APPROVALS

MAOF BOARD OF DIRECTORS

The Mexican American Opportunity Foundation's Board of Directors approved this Head Start Program Addendum at the regular board meeting on May 27, 2010. The motion was made by **CARLOS VIRAMONTES**, seconded by **FRANK AYALA**, the motion carried unanimously.

PARENT POLICY COMMITTEE

The Head Start Parent Policy Committee approved this Head Start Addendum at the Parent Policy committee meeting on May 26, 2010 by **MARIA CONTRERAS**, Chairperson and **EDGAR FLORES**, Secretary/designee.

Employee Affirmation

I _____, have read and understand the Mexican American Opportunity Foundation Head Start/State Preschool Safety and Supervision Policies and Incident Reporting Procedures. I understand that I am mandated to adhere to the Safety and Supervision Policies and to immediately report any unusual incidents to management. I understand that failure to adhere to these policies and procedures can lead to disciplinary action up to termination.

Signature Title _____ Date

Distribution: Program file
Parent Policy Committee File
Personnel File

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Mexican American Opportunity Foundation (MAOF)

Contractor's Name

401 N. Garfield Ave. Montebello, California 90640

Address

95-2594166

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- 1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. YES [X] NO []
2. The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. YES [X] NO []
3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. YES [X] NO []
4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. YES [X] NO []

Mexican American Opportunity Foundation

Name of Firm

Claudia Rufino, Director of Human Resources

Print Name and Title

Authorized Signature

Handwritten initials/signature

Handwritten signature of Claudia Rufino

02/21/13

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All Bidders/contractors must have this form on file with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. Non-profit firms are exempt from completing this form -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: Non-profit Organization
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 650 employees

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

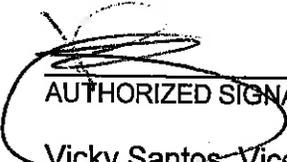
	M	W	D	DV	
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County Contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.



AUTHORIZED SIGNATURE

2/21/2013

DATE

Vicky Santos, Vice President of Operations, Mexican American Opportunity Foundation
Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Mexican American Opportunity Foundation Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

EXHIBIT E

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  _____

DATE: 2 12 2013

PRINTED NAME: Vicky Santos

POSITION: Vice President of Operations

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

Contractor Name Mexican American Opportunity Foundation Contract No. _____

Employee Name Vicky Santos

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

EXHIBIT F Cont.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE:



DATE: 21 21 2013

PRINTED NAME: Vicky Santos

POSITION: Vice President of Operations

**CONTRACT FOR CONTRACTOR NON-EMPLOYEE
ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT**

Contractor Name Mexican American Opportunity Foundation

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

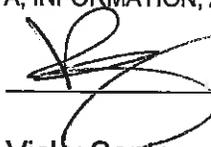
EXHIBIT G Cont.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE:  _____ DATE: 2/21/2013

PRINTED NAME: Vicky Santos

POSITION: Vice President of Operations

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date

- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel,

purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item

purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100 percent of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. **COST PRINCIPLES**

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100 percent of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Mexican American Opportunity Foundation		
Company Address: 401 N. Garfield Ave		
City: Montebello	State: California	Zip Code: 90640
Telephone Number: (323)278-3692		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Claudia Rufino	Title: Director of Human Resources
Signature: 	Date: 02/21/2013

“Contractor Employee Jury Service”**Los Angeles County Code Sections 2.203.010 through 2.203.090****2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

“Contractor Employee Jury Service”

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the Contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

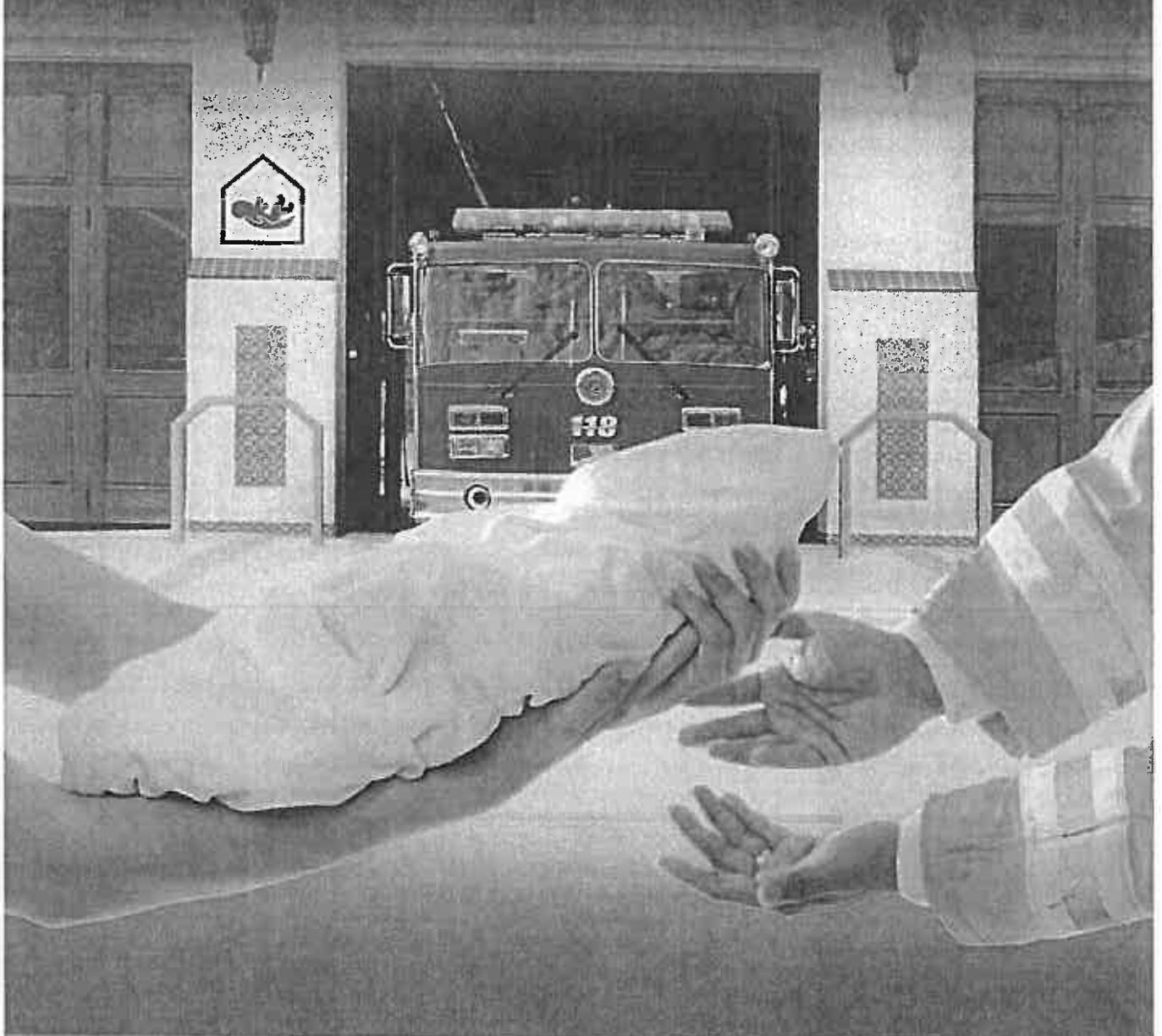
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

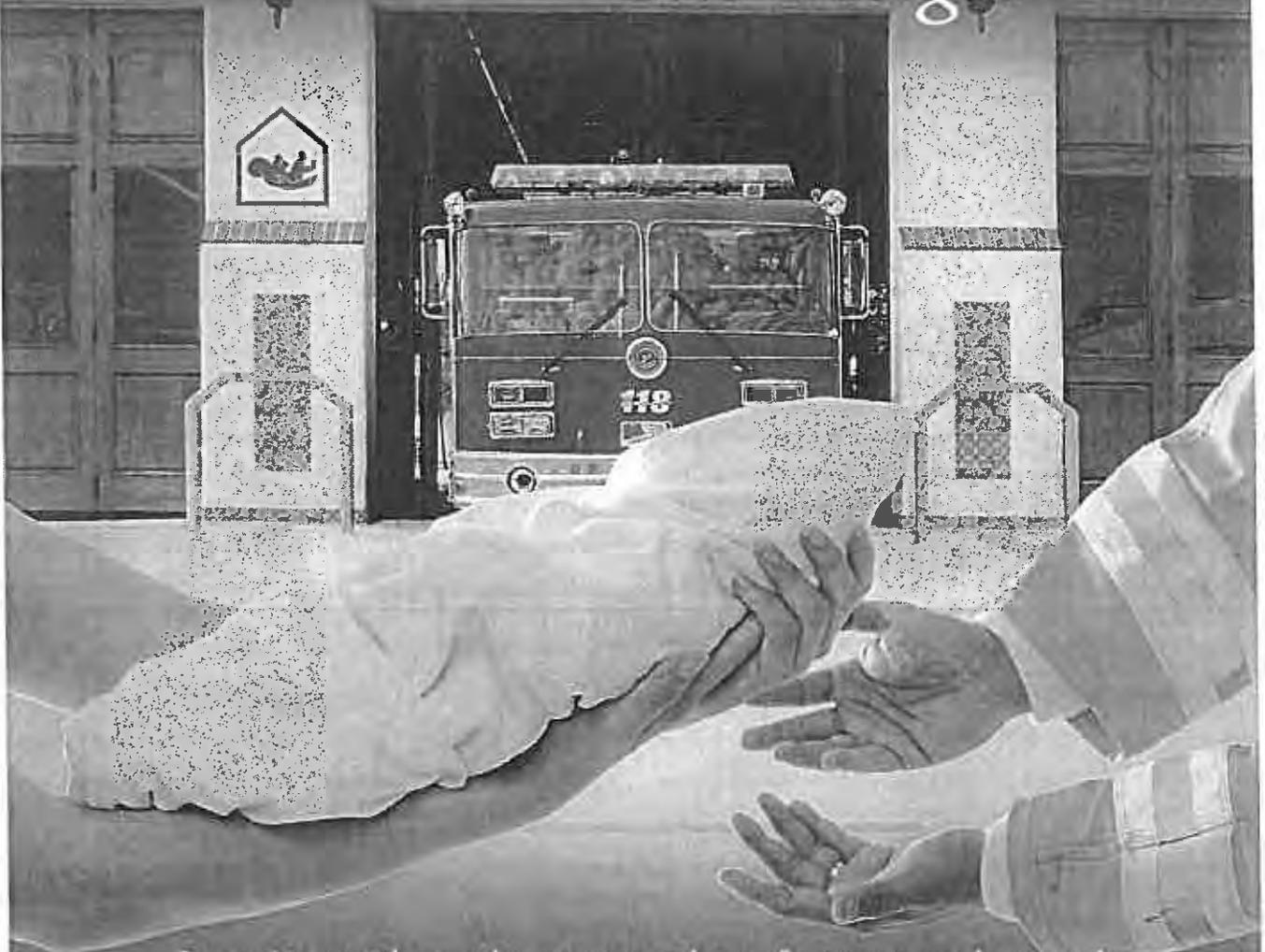
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé, esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Mexican American Opportunity Foundation

CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: Claudia Arreola

Title: Program Assistant

Address: 972 S Goodrich Blvd
Commerce, California 9022

Telephone: (323) 313-1644

Facsimile: (323) 313-1685

E-Mail Address: carreola@maof.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Vicky Santos

Title: Vice President of Operations

Address: 401 N Garfield Ave
Montebello, California 90640

Telephone: (323) 278-3687

Facsimile: (323) 838-9262

E-Mail Address: vsantos@maof.org

Name: Martin Castro

Title: President and CEO

Address: 401 N. Garfield Ave
Montebello, California 90640

Telephone: (323) 278-3601

Facsimile: (323) 890-9637

E-Mail Address: mcastro@maof.org

Notices to Contractor shall be sent to the following address:

Address: 401 N. Garfield Ave
Montebello, California 90640

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: Maricruz Trevino
Title: Assistant Regional Administrator
Address: 2010 Zonal Avenue, 3P-41/L
Los Angeles CA 90089
Telephone: (323) 226-2303
Facsimile:
E-Mail Address: trevim@dcfs.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Mexican American Opportunity Foundation
Company Name

401 N. Garfield Ave, Montebello, California 90640
Address

95-2594166
Internal Revenue Service Employer Identification Number

D-044568
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Martin Castro
Signature

02/21/13
Date

Martin Castro, President and CEO
Name and Title of Signer (please print)

**USER COMPLAINT REPORT
CHILD WELCOME CENTER / CHILD CARE STAFFING SERVICES**

This form is to be used by DCFS users of Child Welcoming Center / Child Care Staffing services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____
DCFS Office Address: _____
Phone No. _____ E-mail Address: _____
Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- Contractor's Program Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

To report an urgent/serious problem, call _____ (enter name of CPM) at: _____ (phone # of CPM)

Send UCR to _____ (enter name, title, and complete address of CPM) and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

such by the chief executive officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

shall provide for the employment of the predecessor employer's employees as provided in this section.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Claudia Rufino, Director of Human Resources
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by MAOF on the
(Company or Subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the day of, and
(Calendar day of Month) (Month and Year)

ending the day of all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of MAOF
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amendment (48, State. 948, 63 State, 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

Empty rectangular box for additional details or descriptions.

2. That any payrolls otherwise under this Contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Contract.

3. That:

A WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

[X] In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the Contract have been or will be paid to appropriate programs for the benefit of such employees.

B WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

[] Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the Contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty or perjury certifying that all information herein is complete and correct.

Print Name and Title: Claudia Rufino, Director of Human Resources Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature <i>Martin Castro</i>	Print Name and Title Martin Castro, President and CEO
Print Name of Firm Mexican American Opportunity Foundation	Date 02/21/2013



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g.,		

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

LABOR/PAYROLL/DEBARMENT HISTORY

Liquidated Damages,
Penalties, Debarment,
etc.)

--

Additional Pages are attached for a total of _____ pages.



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

The Contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract and will pay into the plan at **least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other: _____

(Specify)

PLEASE PRINT COMPANY NAME: Mexican American Opportunity Foundation	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: <i>Martin Castro</i>	DATE: 02/21/2013
PLEASE PRINT NAME: Martin Castro	TITLE OR POSITION: President and CEO



EXHIBIT V

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

LIVING WAGE DECLARATION

SAMPLE STAFFING PLAN

COMPANY NAME
 COMPANY ADDRESS
 PROJECT
 DEPARTMENT NAME

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	UTILITY/ROVERS (Back-up)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME / PART TIME	HOURLY RATE	HEALTH INS YES/NO	MONDAY HOURS	TUESDAY HOURS	WEDNESDAY HOURS	THURSDAY HOURS	FRIDAY HOURS	SATURDAY HOURS	SUNDAY HOURS	TOTAL HOURS	NON-CNTY TOTAL HOURS	HIRE DATE	TERMINATION DATE	
LANCASTER		OFFICER		8:00 to 17:00	8	FT	\$11.84	No	8	8	8	8	8			40		5/21/2006		
1150 AVENUE L																				
LANCASTER																				
POMONA		OFFICER		8:00 to 17:00	10	FT	\$9.64	Yes	10	10	10	10	10			40		11/13/2006		
100 W. SECOND ST		OFFICER		8:00 to 17:00	10	FT	\$9.64	No				10	10	10	10	30	10			
POMONA																				
SANTA FE SPRINGS		OFFICER		8:00 to 17:00	11	FT	\$11.84	No	8	8	8	8	8			40		5/5/2006		
10288 S. SLUSHER DR																15 OT				
SANTA FE SPRINGS																				
SHATTO		OFFICER		7:00 to 18:00	10	FT	\$11.84	No	10	10	10	10				40		7/2/2006		
418 SHATTO PL			ROVER	7:00 to 18:00	10	PT	\$11.84	No								10		8/30/2006		
LOS ANGELES																				
WILSHIRE		OFFICER 0-1		8:00 to 18:00	8	FT	\$11.84	No	8	8	8	8	8					5/20/2006		
9078 WILSHIRE BLVD		OFFICER 0-2		18:00 to 24:00	8	FT	\$11.84	No	8	8	8	8	8					5/21/2006		
LOS ANGELES		OFFICER 0-3		24:00 to 8:00	8	FT	\$11.84	No	8	8	8	8	8					5/21/2006		
			ROVER	8:00 to 18:00	8	FT	\$11.84	No						8	8	16 OT		7/28/2006		
			ROVER	18:00 to 24:00	8	FT	\$11.84	No						8	8	16 OT		7/7/2006		
			ROVER	24:00 to 8:00	8	PT	\$11.84	No						8	8	16		7/12/2006		
		SUPERVISOR 4			2	FT	\$24.00	Yes	2	2	2	2	2			10	30	5/1/2006		

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Mexican American Opportunity Foundation		
Company Address: 401 N. Garfield Ave		
City: Montebello	State: CA	Zip Code: 90640
Telephone Number: (323) 278-3687	Email address: vsantos@maof.org	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Martin Castro	Title: President and CEO
Signature: <i>Martin Castro</i>	Date: 02/21/2013

Date: 2/21/13



Exhibit Z

State of California

Department of Social Services

Facility Number: 198006456
 Effective Date: 01/12/01 Total Capacity: 36

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services, hereby issues

this License to MEXICAN AMERICAN OPPORTUNITY FOUNDATION

to operate and maintain a **INFANT CENTER**

Name of Facility

MAOF/WMMC-RAINBOW CHILDREN'S CENTER
 1803/1807 PENNSYLVANIA AVENUE
 LOS ANGELES CA 90033

This License is not transferable and is granted solely upon the following:
**16 TODDLERS (AGE 18 TO 36 MONTHS) AND 20 INFANTS (6 WEEKS-18 MONTHS).
 COMBINATION CENTER WITH PRESCHOOL PROGRAM #198006455.**

Client Groups Served: **INFANT**
 Complaints regarding services provided in this facility should be directed to:

L.A. DAY CARE-EAST DISTRICT OFFICE (323) 981-3350

MARTHA LOPEZ
 Deputy Director,
 Community Care Licensing Division

[Signature]
 Authorized Representative
 of Licensing Agency

POST IN A PROMINENT PLACE





Exhibit Z

State of California

Department of Social Services

Facility Number: **198006455**
Effective Date: **01/12/01** Total Capacity: **46**

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services, hereby issues

this License to MEXICAN AMERICAN OPPORTUNITY FOUNDATION

to operate and maintain a **DAY CARE CENTER**

Name of Facility

**MAOF/WMMC-RAINBOW CHILDREN'S CENTER
1803/1807 PENNSYLVANIA AVENUE
LOS ANGELES CA 90033**

This License is not transferable and is granted solely upon the following:
**PRESCHOOL CHILDREN AGE 3 TO ENTRY INTO FIRST GRADE •
COMBINATION CENTER WITH INFANT AND TODDLER PROGRAM #198006456.**

Client Groups Served: **CHILDREN**
Complaints regarding services provided in this facility should be directed to:

L.A. DAY CARE-EAST DISTRICT OFFICE (323) 981-3350

MARTHA LOPEZ
Deputy Director,
Community Care Licensing Division

[Signature]
Authorized Representative
of Licensing Agency

POST IN A PROMINENT PLACE



0501

Exhibit Z



State of California
Department of Social Services

Facility Number: 191870869
Effective Date: 06/13/95 Total Capacity: 162

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

to operate and maintain a DAY CARE CENTER

Name of Facility

MAOF CHILD CARE CENTER TELEGRAPH
4457 TELEGRAPH ROAD
LOS ANGELES CA 90023

This License is not transferable and is granted solely upon the following:

AMBULATORY, PRESCHOOL PROGRAM AGES 2 TO 5 YEARS WITH A CAPACITY OF 100 AND A TODDLER OPTION AGES 18 MONTHS TO 30 MONTHS WITH A CAPACITY OF 30. TODDLER OPTION HAS AN OUTDOOR WAIVER.

Client Groups Served: CHILDREN

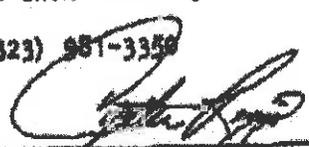
Complaints regarding services provided in this facility should be directed to:

L.A. DAY CARE-EAST DISTRICT OFFICE

(323) 981-3350

Jo Frederick

Deputy Director,
Community Care Licensing Division


Authorized Representative
of Licensing Agency

POST IN A PROMINENT PLACE



State of California

Department of Social Services

Facility Number: **191802240** Total Capacity: **12**
Effective Date: **06/13/95**

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services, hereby issues

this License to

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

to operate and maintain a **INFANT CENTER**

Name of Facility

M.A.O.F. CHILD CARE CENTER - TELEGRAPH
4447-57 TELEGRAPH RD.
LOS ANGELES CA 90022

This License is not transferable and is granted solely upon the following:
INFANTS ONLY, AGES BIRTH THRU TWO YEARS.

Client Groups Served: **INFANT**
Complaints regarding services provided in this facility should be directed to:

L.A. DAY CARE-EAST DISTRICT OFFICE

(818) 575-6603

MARTHA LOPEZ
Deputy Director,
Community Care Licensing Division

Melange Siviti
Authorized Representative
of Licensing Agency



Exhibit Z

State of California

Department of Social Services

Facility Number: 198001022
Effective Date: 03/20/95 Total Capacity: 88

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services, hereby issues

this License to

MEXICAN AMERICAN OPPORTUNITY FOUNDATION

to operate and maintain a **DAY CARE CENTER**

Name of Facility

**MAOF CHILD CARE CENTER-FORD
330 SCUTH FORD BLVD.
LOS ANGELES CA 90022**

This License is not transferable and is granted solely upon the following:
AGES 2 THRU 5 YEARS.

Client Groups Served: **CHILDREN**
Complaints regarding services provided in this facility should be directed to:

L.A. DAY CARE-EAST DISTRICT OFFICE (818) 575-6603

MARTHA LOPEZ
Deputy Director,
Community Care Licensing Division

Janice Gomez
Authorized Representative
of Licensing Agency

POST IN A PROMINENT PLACE

Exhibit BB

E2



Health Services
LOS ANGELES COUNTY

EMPLOYEE HEALTH SERVICES

NON-DHS/NON-COUNTY WORKFORCE MEMBER
HEALTH CLEARANCE CERTIFICATION

LAST NAME:*		FIRST, MIDDLE NAME:*		BIRTHDATE:*		IDENTIFICATION NO.:	
JOB CLASSIFICATION:		WORK FACILITY: LAC+USC MEDICAL		DEPT/DIVISION: 160 /		WORK AREA/UNIT: SHIFT: DAY	
NAME OF SCHOOL/EMPLOYER (if applicable): USC				PHONE NO.:		CONTACT PERSON:	

Completion of this certificate certifies the individual identified above has met the Los Angeles County Department of Health Services (DHS) Pre-placement OR Annual health clearance requirements in accordance with DHS policy.

I. FOR COMPLETION BY THE PHYSICIAN OR LICENSED HEALTH CARE PROFESSIONAL (PLHCP)

INSTRUCTIONS TO THE PLHCP: Please complete the following forms AND verify the forms are completed fully. All fields on the forms must be completed in order to meet DHS health clearance requirements to work in DHS health care facilities. Return completed forms to the individual named above.

A. FOR PRE-PLACEMENT HEALTH SCREENING (ONE TIME use for initial pre-placement only):

- B-NC Tuberculosis History and Evidence of Immunity
 - Workforce member declined vaccination(s): _____
 - NOTE:** If workforce member (WFM) declined vaccination(s), must attach medical documentation and clearance to work in a health care environment and submit to DHS-EHS. Declination for Measles, Mumps, Rubella, & Varicella must specify reason for declination on Form K-NC
- K-NC Declination Form, as applicable (Submit to DHS-EHS)
- N-NC FIT Test (Only if respirator is needed for job assignment. Must complete ONE of the following medical questionnaire below prior to Fit Test, then every 4 years thereafter or as needed)
 - O-NC Respirator Medical Questionnaire (for respirators greater than N-95 respirator) OR
 - P-NC Appendix B – ATD Respirator Medical Evaluation Questionnaire (for N-95 respirator)

B. FOR ANNUAL HEALTH SCREENING (Use annually):

- E-NC Annual Health Screening
 - NOTE:** For new TB Conversion, must attach Form E-NC and submit to DHS-EHS.
- K-NC Declination Form, as applicable (Submit to DHS-EHS)
- N-NC FIT Test (Only if respirator is needed for job assignment. If this is first time Fit Test, WFM must complete ONE of the following medical questionnaire below prior to Fit Test, then every 4 years thereafter or as needed)
 - O-NC Respirator Medical Questionnaire (for respirators greater than N-95 respirator) OR
 - P-NC Appendix B – ATD Respirator Medical Evaluation Questionnaire (for N-95 respirator)

DATE OF HEALTH CLEARANCE: _____

I certify that the individual identified above has met the Los Angeles County Department of Health Services Pre-placement OR Annual health screening requirements AND verified completion of the forms.

PHYSICIAN OR LICENSED HEALTH CARE PROFESSIONAL SIGNATURE:		DATE:	
PRINT NAME:		LICENSE NO.:	
FACILITY NAME/ADDRESS:		PHONE NO.:	

E2

**NON-DHS/NON-COUNTY WORKFORCE MEMBER
HEALTH CLEARANCE CERTIFICATION**

Page 2 of 2

LAST NAME: *	FIRST, MIDDLE NAME: *	BIRTHDATE: *	IDENTIFICATION NO.:
--------------	-----------------------	--------------	---------------------

II. FOR COMPLETION BY THE WORKFORCE MEMBER

INSTRUCTION TO THE WORKFORCE MEMBER: You must provide authorization to release your health information to your School/Employer and to DHS-EHS by signing below. Return all completed forms to your School/Employer for verification of completion and to store source documents.

I authorize the release of my health information as listed in Section I to my School/Employer and to DHS-EHS, and upon request by DHS-EHS for regulatory requirements and auditing purposes. The purpose of releasing my health information is to meet DHS pre-placement or annual health screening requirements. DHS forms shall be maintained and filed at my School/Employer and at DHS-EHS as applicable. I understand that my School/Employer and DHS-EHS may not use or disclose my health information unless another authorization is obtained from me or unless such use or disclosure is specially required or permitted by law. By signing this, I am authorizing the release of my health information.

PRINT NAME: *	SIGNATURE: *	DATE: *
---------------	--------------	---------

III. FOR COMPLETION BY THE SCHOOL/EMPLOYER

INSTRUCTION TO THE SCHOOL/EMPLOYER: You must verify all forms are accurately completed and ensure workforce member (WFM) has met the DHS health clearance requirements. Sign below and return this certificate (original, not a copy) including applicable form(s) as specified in Section I to DHS-EHS. Certificate must be presented to DHS-EHS for final health clearance.

In accordance with DHS policy, the WFM's School/Employer shall:

1. Maintain and file WFM's health information at the WFM's School/Employer, and must ensure the confidentiality and privacy of WFM's health information.
2. Ensure the above WFM completes a health screening annually by the end of the month of last health screening. Failure to provide documentation of timely health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.
3. Provide health surveillance/post-exposure services to WFM. If the WFM's School/Employer chooses to have DHS-EHS perform such surveillance/post-exposure services, the WFM's School/Employer will be billed, as appropriate.

As the WFM's School/Employer, I certify that I have verified DHS forms are complete to ensure the health clearance requirements are complete and, upon DHS request, will supply supporting document(s) within four (4) hours. WFM will comply with DHS policy and will complete health screening annually.

PRINT NAME:	SIGNATURE:	DATE:
E-MAIL ADDRESS:	NAME OF SCHOOL/EMPLOYER:	PHONE NO.:
ADDRESS:	STATE:	ZIP CODE:

**MAKE A COPY FOR YOUR RECORDS
SUBMIT THIS ORIGINAL FORM INCLUDING ANY DECLINATION (K-NC)**

DHS-EHS STAFF ONLY		
DATE CLEARED BY EHS:	PRINT NAME:	SIGNATURE:

DHS-EHS is to provide Form A2 or E3 to WFM for Area/Unit File

B-NC



Health Services
LOS ANGELES COUNTY

EMPLOYEE HEALTH SERVICES

CONFIDENTIAL
NON-DHS/NON-COUNTY WORKFORCE MEMBER
TUBERCULOSIS HISTORY AND EVIDENCE OF IMMUNITY

See General Instructions on Last Page

LAST NAME:		FIRST, MIDDLE NAME:		BIRTHDATE:		IDENTIFICATION NO.:	
HOME ADDRESS:				CITY:		STATE: ZIP CODE:	
E-MAIL ADDRESS:			HOME PHONE NO.:		CELL PHONE NO.:		
JOB CLASSIFICATION:		DHS FACILITY:		DEPT/DIVISION:		WORK AREA/UNIT:	SHIFT:
NAME OF SCHOOL/EMPLOYER (if applicable):				PHONE NO.:		CONTACT PERSON:	

FOR COMPLETION BY WORKFORCE MEMBER (WFM)

TUBERCULOSIS QUESTIONNAIRE

NOT YES SURE NO		TUBERCULOSIS (TB) HISTORY	
<input type="checkbox"/>	<input type="checkbox"/>	1.	Do you have history of a negative TB skin test?
<input type="checkbox"/>	<input type="checkbox"/>	2.	Do you have documentation of your negative test from the last 12 months?
<input type="checkbox"/>	<input type="checkbox"/>	3.	Do you have a history of a positive TB skin test?
<input type="checkbox"/>	<input type="checkbox"/>	4.	Do you have documentation of your positive skin test in millimeters?
<input type="checkbox"/>	<input type="checkbox"/>	5.	Do you have documentation of a chest X-ray within the last year?
<input type="checkbox"/>	<input type="checkbox"/>	6.	Have you received treatment for TB (INH)? If "yes", how many months? _____
<input type="checkbox"/>	<input type="checkbox"/>	7.	Do you have treatment documentation?
<input type="checkbox"/>	<input type="checkbox"/>	8.	Have you ever been diagnosed as having active or infectious TB?
<input type="checkbox"/>	<input type="checkbox"/>	9.	Have you received a TB vaccine called BCG?
<input type="checkbox"/>	<input type="checkbox"/>	10.	Have you had a weakened immune system due to (check all that applies): <input type="checkbox"/> Chemotherapy <input type="checkbox"/> HIV <input type="checkbox"/> Organ transplant <input type="checkbox"/> Leukemia <input type="checkbox"/> Cancer or medications <input type="checkbox"/> Hodgkin's Disease <input type="checkbox"/> Steroids (e.g., prednisone)
Note: Having immunodeficiency increases a person's risk for active TB infection/disease. If you think you may be immunocompromised you should consult with your physician or licensed health care professional. DHS-EHS does not test for HIV or related diseases.			
		TUBERCULOSIS (TB) SCREENING	
<input type="checkbox"/>	<input type="checkbox"/>	11.	Do you have a cough lasting longer than three (3) weeks?
<input type="checkbox"/>	<input type="checkbox"/>	12.	Do you cough up blood?
<input type="checkbox"/>	<input type="checkbox"/>	13.	Do you have unexplained or unintended weight loss?
<input type="checkbox"/>	<input type="checkbox"/>	14.	Do you have night sweats (not related to menopause)?
<input type="checkbox"/>	<input type="checkbox"/>	15.	Do you have a fever or chills?
<input type="checkbox"/>	<input type="checkbox"/>	16.	Do you have excessive sputum?
<input type="checkbox"/>	<input type="checkbox"/>	17.	Do you have excessive fatigue?
<input type="checkbox"/>	<input type="checkbox"/>	18.	Have you had recent close contact with a person with TB?
NON-DHS/NON-COUNTY WORKFORCE MEMBER SIGNATURE			DATE

B-NC

CONFIDENTIAL
TUBERCULOSIS HISTORY AND EVIDENCE OF IMMUNITY
PAGE 2 OF 4

LAST NAME	FIRST NAME	BIRTHDATE	IDENTIFICATION NO.
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FOR COMPLETION BY EMPLOYEE HEALTH STAFF -- OR -- DESIGNATED WFM AGENCY

TUBERCULOSIS DOCUMENTATION HISTORY

TUBERCULIN SKIN TEST RECORD										STATUS Indicate: Reactor Non-Reactor Converter
0.1 ml of 5 tuberculin units (TU) purified protein derivative (PPD) antigen intradermal										
DATED PLACED	STEP	MANUFACTURER	LOT #	EXP	SITE	*ADM. BY (INITIALS)	DATE READ	*READ BY (INITIALS)	RESULT	
A	1st									
	2nd									

If either result is positive, send for CXR and complete Section C below

OR

B	Negative BAMT (<12 months)	Date:	Results	<input type="checkbox"/> LA County <input type="checkbox"/> Outside Document	STATUS

**If CXR is positive for TB, DO NOT CLEAR for hire/assignment.
Refer Workforce Member for immediate medical care.**

C	Positive TST	Date:	Results _____ mm	<input type="checkbox"/> LA County <input type="checkbox"/> Outside Document	STATUS
	CXR (<12 months)	Date:	Results _____	<input type="checkbox"/> LA County <input type="checkbox"/> Outside Document	

OR

D	Positive BAMT	Date:	Results _____	<input type="checkbox"/> LA County <input type="checkbox"/> Outside Document	STATUS
	CXR (<12 months)	Date:	Results _____	<input type="checkbox"/> LA County <input type="checkbox"/> Outside Document	

OR

E	History of Active TB with Treatment	Date:	_____ months with _____	<input type="checkbox"/> Outside Document	STATUS
	CXR (<12 months)	Date:	Results _____	<input type="checkbox"/> Outside Document	

OR

F	History of LTBI Treatment	Date:	_____ months with _____	<input type="checkbox"/> Outside Document	STATUS
	CXR (<12 months)	Date:	Results _____	<input type="checkbox"/> Outside Document	

CONTINUE ON NEXT PAGE

B-NC

CONFIDENTIAL
TUBERCULOSIS HISTORY AND EVIDENCE OF IMMUNITY
PAGE 3 OF 4

LAST NAME	FIRST, MIDDLE NAME	BIRTHDATE	IDENTIFICATION NO
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IMMUNIZATION DOCUMENTATION HISTORY (THESE VACCINATIONS ARE MANDATORY)							
	Date Received	Titer	If not immune, give Vaccination x 2, unless Rubella x 1		Date Received	Vaccine	Declined Vaccination
G	Measles	<input type="checkbox"/> Immune <input type="checkbox"/> Non-Immune <input type="checkbox"/> Equivocal <input type="checkbox"/> Laboratory confirm of disease	OR	X 2			<input type="checkbox"/> If WFM declines, WFM must complete Form K-NC AND specify reason(s) for declination.
	Mumps	<input type="checkbox"/> Immune <input type="checkbox"/> Non-Immune <input type="checkbox"/> Equivocal <input type="checkbox"/> Laboratory confirm of disease	OR	X 2			<input type="checkbox"/> If WFM declines, WFM must complete Form K-NC AND specify reason(s) for declination.
	Rubella	<input type="checkbox"/> Immune <input type="checkbox"/> Non-Immune <input type="checkbox"/> Equivocal <input type="checkbox"/> Laboratory confirm of disease	OR	X 1			<input type="checkbox"/> If WFM declines, WFM must complete Form K-NC AND specify reason(s) for declination.
	Varicella	<input type="checkbox"/> Immune <input type="checkbox"/> Non-Immune <input type="checkbox"/> Equivocal <input type="checkbox"/> Laboratory confirm of disease	OR	X 2			<input type="checkbox"/> If WFM declines, WFM must complete Form K-NC AND specify reason(s) for declination.

AND

	Vaccination	Date Received		Declined Vaccine
H	Tetanus-diphtheria (Td) Every 10 years		<input type="checkbox"/> Verbal <input type="checkbox"/> Document	<input type="checkbox"/>
	Acellular Pertussis (Tdap) X 1		<input type="checkbox"/> Verbal <input type="checkbox"/> Document	<input type="checkbox"/>

AND

	Vaccination (MANDATORY for WFM who have potential to be exposed to blood or body fluid)	Date Received	Immunity	Declined Vaccine
I	Hepatitis B (HBsAb)		<input type="checkbox"/> Reactive <input type="checkbox"/> Non reactive <input type="checkbox"/> N/A	<input type="checkbox"/>

AND

	Vaccination (VOLUNTARY)	Date Received	Location Received	Declined Vaccine
J	Seasonal Influenza (Annually)			<input type="checkbox"/> Verbal <input type="checkbox"/> Document



ATTACH SUPPORTING DOCUMENTATION(S) WITH THIS FORM INCLUDING FORM K-NC IF WFM DECLINED VACCINATION(S)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. 29 C.F.R. Part 1635

GENERAL INSTRUCTION ON NEXT PAGE



EMPLOYEE HEALTH SERVICES

CONFIDENTIAL
NON-DHS/NON-COUNTY WORKFORCE MEMBER
DECLINATION FORM

LAST NAME:	FIRST, MIDDLE NAME:	BIRTHDATE:	IDENTIFICATION NO.:	
JOB CLASSIFICATION:	DHS FACILITY:	DEPT/DIVISION:	WORK AREA/UNIT:	SHIFT:
NAME OF SCHOOL/EMPLOYER (If applicable):		PHONE NO.:	CONTACT PERSON:	

Please check in the section(s) as apply AND indicate reason for the declination. Submit original to DHS-EHS.

I. 8 CCR §5199, Appendix C1 - Vaccination Declination Statement (Mandatory)*

Please check as apply: Measles Mumps Rubella Varicella Td/Tdap

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring infection as indicated above. I have been given the opportunity to be vaccinated against this disease or pathogen at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring the above infection, a serious disease. If in the future I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination from my School/Employer or DHS-Employee Health Services (EHS) at no charge to me.

Reason for declination: _____

Seasonal Influenza

Reason for declination (check as apply):

- I am allergic to vaccine components.
- I believe I can get the flu if I get the shot.
- I am concerned about vaccine side effects.
- It's against my personal belief.
- I don't believe I need it.
- I'm concerned about vaccine safety.
- I do not like needles.
- Other: _____

II. 8 CCR §5193, Appendix A - Hepatitis B Vaccine Declination (Mandatory)*

Hepatitis B

I understand that due to my occupational exposure to blood or other potentially infectious material (OPIM) I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to me. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or OPIM and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series from my School/Employer or DHS-EHS at no charge to me.

Reason for declination: _____

III. Specialty Surveillance Declination (Mandatory)**

Please check as apply: Asbestos Hazardous/Anti-Neoplastic Drugs Other: _____

I understand that due to my occupational exposure as indicated above, I am eligible and have been given the opportunity to enroll in the Medical Surveillance Program. This will enable me to receive specific initial, periodic

PLEASE SIGN ON PAGE 2

County of Los Angeles

Department of Health Services

**Volunteer/Non-Compensated/Contract or Registry
Personnel Action Request**

Date:

Request #:

Department/Division: <u>pediatrics</u>	Dept. No: <u>160</u>
--	----------------------

Budget Code <u>N/A</u>	Assigned Code: <u>N/A</u>	Cost Center Code: <u>N/A</u>
------------------------	---------------------------	------------------------------

Position Title: PROGRAM LIAISON (NON-COMPENSATED)

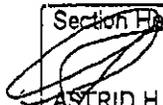
Contract Registry Traveler Student Volunteer Affiliate Independent Contractor Other

Name of Workforce Member:

Is this a High-Risk Hepatitis B Assignment? Yes No
 Is this a High-Risk Rubella Assignment? Yes No
 Volunteer Health Practitioner (Emergency/Disaster) Yes

Justification:
Badoe Request: The Violence Intervention CMHC contracts are required to ensure appropriate coverage of services at VIP Clinic Medical Hub. Employee is part of the pending extended care clinic located within the VIP Medical Hub.

Health Information Received	Forwarded to EHS/OHS	EHS/OHS Confirmation Received
Refer Applicants to	Bldg/Room No	Telephone
<u>ASTRID HEGER, MD</u>	<u>OPD 3P-61</u>	<u>(323) 226-2095</u>

Section Head/Division Head	Date	RECOMMEND
 <u>ASTRID H. HEGER, MD</u>		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Return

Remarks

GME Office (As Necessary)	Date	RECOMMEND
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Return

Remarks

Executive Staff	Date	RECOMMEND
 <u>LINDA FELIX, RN, CCHP</u>		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Return

Remarks

SUBMIT TO:



STATE OF CALIFORNIA
DCJ 8316
Rev. 08/11 Rev. 5/08

DEPARTMENT OF JUSTICE

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

A1638

ORI (Code assigned by DOJ)

PROGRAM LIASION (NON-COMPENSATED)

Type of License/Certification/Permit Or Working Title (Modification to description - If assigned by DOJ, use exact title assigned)

Non-County Employment

Authorized Applicant Type

Contributing Agency Information:

LAC+JSC Medical Center

Agency Authorized to Receive Criminal Record Information

5555 Ferguson Drive

Street Address or P.O. Box

City of Commerce

City

CA 90022

State ZIP Code

A06096

Mail Code (five-digit code assigned by DOJ)

Gloria Alvarez

Contact Name (mandatory for all school submissions)

(323) 869-8242

Contact Telephone Number

Applicant Information:

Last Name

Other Name

(AKA or Alias): LAST

Date of Birth

Sex

Male

Female

Height

Weight

Eye Color

Hair Color

Place of Birth (State or Country)

Social Security Number

Name

Address Street Address or P.O. Box

First Name

Middle Initial

Suffix

First

Suffix

Driver's License Number

Billing

Number 149938

(Agency Billing Number)

Misc.

Number

(Other Identification Number)

City

State

ZIP Code

Your Number:

DCA Number (Agency Identifying Number)

Level of Service:

DOJ

FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Street Address or P.O. Box

City

State

ZIP Code

Mail Code (five digit code assigned by DOJ)

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Grated

ORIGINAL - Live Scan Operator

SECOND COPY - Applicant

THIRD COPY (if needed) - Requesting Agency

State of California

Department of Justice

REQUEST FOR LIVE SCAN SERVICE

Clear Form

Applicant Submission

ORI: _____ Type of Application: Non-County Dept No: _____
Code assigned by DOJ

Job Title or Type of License, Certification or Permit: * PROGRAM LIASON

Agency Address Set Contributing Agency:

Department of Health Services 06096
Agency authorized to receive criminal history information Mail Code (five-digit code assigned by DOJ)

5565 Ferguson Avenue Trinidad Ayala
Street No. Street or PO Box Contact Name (Mandatory for all school submissions)

Commerce CA 90022 (323) 890-8328
City State Zip Code Contact Telephone No.

Name of Applicant: _____
(Please print) Last First MI

Alias: _____ Driver's License No: _____
Last First

Date of Birth: _____ Sex: Male Female Misc. No. BIL - _____
Agency Billing Number

Height: _____ Weight: _____ Misc. Number: _____

Eye Color: _____ Hair Color: _____ Home Address: _____
Street No. Street or PO Box

Place of Birth: _____
City, State and Zip Code

Social Security Number: _____

Your Number: _____ Level of Service: DOJ FBI
OCA No. (Agency Identifying No.)

If resubmission, list Original ATI Number: _____

Employer: (Additional response for agencies specified by statute)

Employer Name: _____

Street No. _____ Street or PO Box _____ Mail Code (five digit code assigned by DOJ) _____
City State Zip Code Agency Telephone No. (optional)

Live Scan Transaction Completed By: _____ Name of Operator _____ Date _____

Transmitting Agency _____ ATI No. _____ Amount Collected/Billed _____

ORIGINAL - Live Scan Operator; SECOND COPY - Applicant; THIRD COPY (if needed) - Requesting Agency



LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES

New Hire Promotion Transfer Non-County Staff

INFORMATION SHEET

1. LAST NAME		FIRST NAME		MIDDLE NAME		Social Security Number	
2. RESIDENCE-Street and Number				City and Zip Code			
4. Since (date)		Telephone		Email Address			
5. Date of Birth		6. Date residency established		California		L.A. County	
7. In case of emergency, notify:				Telephone			
Street and Number				City			
8a. Do you claim Veteran's Credit? Yes _____ No _____ If yes, complete 8b.							
8b. Military Service in the Armed Forces of the United States		From	To	Serial Number			
Highest Rank or Rating		Branch		Type of Discharge			
9. List office and shop machines you can operate:							
10. List types of equipment you can operate:							
11. List types of vehicles you can operate:				OPERATORS OR CHAUFFEURS LICENSE SERIAL NO.		Expiration Date	
12. Foreign Languages		Read		CHECK Write		Speak	
Spanish							
French							
Other							
13. EDUCATION							
Name and Location of School				Last Grade Completed		Date Completed	
Grammar and High School							
Other							
Other							
14. Professional or Technical Licenses, Permits, etc. (Show state, county or city in which registered):							
15. Have you ever been convicted of a misdemeanor or felony in any court (including traffic court)?							
Yes _____ No _____ If "Yes" give the following information for each offense (use additional sheets if necessary):							
DATE OF CONVICTION		POLICE DEPARTMENT OR COURT		CHARGE		DISPOSITION	

3a. Do you have a relative currently employed by the County?
Yes _____ No _____

Indicate Name, Relationship And Department below.

3b. Have you ever previously worked for the County as an employee or contractor (including independent or agency)?
Yes _____ No _____

If so, provide Employee No., Indicate when and for what Department below

PRIOR CONVICTIONS WILL NOT AUTOMATICALLY BAR EMPLOYMENT; HOWEVER, FAILURE TO FULLY AND ACCURATELY DISCLOSE PRIOR CONVICTIONS MAY CONSTITUTE GROUNDS FOR DISQUALIFICATION AND/OR IMMEDIATE TERMINATION.

LAST NAME _____ FIRST NAME _____ SOCIAL SECURITY NO. _____

DATE OF CONVICTION	POLICE DEPARTMENT OR COURT	CHARGE	DISPOSITION

16 Have you ever been convicted of a crime under a different name (or names)? If so, please list

17 If you have worked for Los Angeles County under a different name (or names), please list.

18 ~~Check one of the following shift types:~~
 (1) Day Shift _____ (2) Night Shift _____ (3) Swing Shift _____ (4) Weekend Shift _____

19. Remarks (Identify by box number)

20. EMPLOYMENT HISTORY: Begin with present or last experience Account for past ten years or past ten employers

From Mo.-Yr	To Mo.-Yr	Time In Mos.	Position or Occupation	Duties performed in each employment	Wages or Salary	Name and addresses of all former employers including other County depts. As well as private firms.	Reason for Leaving

If discharged, give detail (REQUIRED):

21 I CERTIFY THROUGH MY SIGNATURE THAT ALL STATEMENTS MADE HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

 PRINT NAME * SIGNATURE DATE

PERSONNEL USE ONLY

DATE OF LIVE SCAN _____

RESULTS
 CLEAR Date _____

PM Date _____
 ACCEPTABLE UNACCEPTABLE Date _____

DATE OF PHYSICAL _____

DATE OF CLEARANCE _____

I CERTIFY THROUGH MY SIGNATURE THAT I HAVE REVIEWED THIS FORM FOR COMPLETION.

 SIGNATURE -- HR REPRESENTATIVE

 PRINT NAME DATE

REVISED 05/13/2011 (SUPERCEDES ALL OTHER VERSIONS)
 If you are selected for this position and are not a citizen, you will be required to submit an alien registration card.
 PLEASE PRINT IN INK



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Mitchell H. Katz, M.D.
Director

John F. Schunhoff, Ph.D.
Chief Deputy Director

DHS Human Resources
5656 Ferguson Drive, 2nd Floor
Commerce, CA 90022

Tel: (323) 890-7903
Fax: (323) 869-8074

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles residents through direct services at DHS facilities and through collaboration with community and university partners.

DATE: _____

TO: _____

FROM: _____

NON-COUNTY ASSIGNMENT - BACKGROUND INVESTIGATION AND MEDICAL EXAMINATION

This is to advise you that your assignment with the Department of Health Services is contingent upon you passing a Live Scan criminal background investigation and clearance of a health screening.

Once these clearances are obtained, a start date for your assignment will be established.

Acknowledgment:

My signature below certifies that I was advised of and understand the above requirements.

Signature

Date

GK

c: Personnel File

www.dhs.lacounty.gov





CONVICTION DISCLOSURE INSTRUCTIONS

1. Traffic misdemeanor/felony convictions include the following: D.U.I., Reckless Driving, Driving Without License, Driving While License Suspended, etc.
2. Convictions are PERMANENT and they will show up on your criminal background report even after 10 years.
3. Having convictions does not automatically disqualify you as a candidate, but failure to disclose ANY conviction WILL result in automatic disqualification.
4. If you have any doubt about your criminal history, do not complete any forms until you have obtained your own criminal background results from the California Department of Justice (DOJ). Instructions on requesting your own criminal records can be found at <http://ca.ca.gov/fingerprints/security.php>.

I have read these instructions and I understand them completely.

Signature _____ Date _____

County of Los Angeles - Department of Health Services
Human Resources

BACKGROUND INVESTIGATION POLICY

As part of its background review, the County of Los Angeles live scans all new hires, current County employees who transfer or promote to sensitive positions, and non-County personnel who work in sensitive positions. We receive criminal history information from the State of California Department of Justice Bureau of Criminal Identification and Information (DOJ). Any such information received from the DOJ that has not been disclosed by the applicant/employee on the employment application and/or Information Sheet may constitute grounds for discipline, up to and including discharge. Non-County personnel who fail to disclose criminal history information may be disqualified from the assignment and deemed unacceptable for service.

Applicant/Employee Signature _____

Print Name _____

Date _____